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July 7, 2006

Ms. Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
P.O. Box 615
Frankfort, KY 40602

RECEIVED

JUL 7 2006

PUBLIC SERVICE
COMMISSION

RE: Case No. 2006-00215

Dear Ms. O'Donnell:

Enclosed please find an original and ten copies of: 1) CMRS Providers' Joint Motion to Consolidate Arbitration Petitions; 2) CMRS Providers' Consolidated Response to Arbitration Petitions. Please indicate receipt of this filing by your office by placing a file stamp on the extra copy and returning to me via our runner.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

In the Matter of:

JUL 7 2006

Petition of Ballard Rural Telephone Cooperative)
Corporation, Inc. for Arbitration of Certain Terms and)
Conditions of Proposed Interconnection Agreement with)
American Cellular f/k/a ACC Kentucky License LLC,)
Pursuant to the Communications Act of 1934, as)
Amended by the Telecommunications Act of 1996.)

PUBLIC SERVICE
COMMISSION

Case No. 2006-00215

**CMRS PROVIDERS' JOINT MOTION
TO CONSOLIDATE ARBITRATION PETITIONS**

Pursuant to the Section 252(g) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, ("the Act"), and as directed by the Kentucky Public Service Commission (the "Commission") in its June 19 Order in this docket, Alltel Communications, Inc. ("Alltel"); American Cellular Corporation ("ACC"); New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless ("Cingular"); Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS ("Sprint PCS"); T-Mobile USA, Inc. Powertel/Memphis, Inc. and T-Mobile Central LLC ("T-Mobile"); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless") (collectively referred to as the "CMRS Providers") respectfully submit this Joint Motion to Consolidate the forty-one (41) arbitration petitions recently filed

against them at the Commission by various rural local exchange carriers.¹ In support of their Joint Motion, the CMRS Providers respectfully submit the following:

1. Section 252(g) of the Act allows the Commission to consolidate arbitration proceedings “in order to reduce administrative burdens on telecommunications carriers, other parties to the proceeding and the State commission in carrying out its responsibilities under the Act.”² As discussed below, such consolidation is clearly appropriate in this instance.

2. Between May 30, 2006 and June 9, 2006, the RLECs filed forty-one (41) petitions for arbitration against the CMRS Providers.³ As set forth more particularly in the Consolidated Response filed by the CMRS Providers concurrently with this Motion, the issues raised by the forty-one petitions are essentially identical and, for the most part, can perhaps best be summarized by the allegations contained in some of the petitions themselves:

In the last several months, ACC and North Central have discussed the terms of an interconnection agreement. Those discussions have primarily focused on ACC’s request that it be permitted to deliver traffic to North

¹ The forty-one petitions which are the subject of this Joint Motion are identified in Exhibit A, attached hereto. The Petitioners include the following twelve rural local exchange carriers: Ballard Rural Telephone Cooperative Corporation, Inc., Duo County Telephone Cooperative Corporation, Inc., Logan Telephone Cooperative, Inc., West Kentucky Rural Telephone Cooperative Corporation, Inc., North Central Telephone Cooperative Corporation, Inc., South Central Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Foothills Rural Telephone Cooperative Corporation, Inc., Gearheart Communications Inc. d/b/a Coalfields Telephone Company, Mountain Rural Telephone Cooperative Corporation, Inc., Peoples Rural Telephone Cooperative Corporation, Inc. and Thacker-Grigsby Telephone Company, Inc. (collectively the “RLECs”).

² See 47 U.S.C. § 252 (g).

³ The RLECs also filed an additional eight petitions against Comscape Telecommunications, Inc. and NTCH-West, Inc. which appear to be wireless carriers that either do not actually provide wireless service in the State or otherwise send all their Kentucky traffic through long-distance carriers. See Letters dated June 15, 2006 from Comscape and NTCH to the Commission. Neither Comscape nor NTCH are parties to this Joint Motion.

Central by means of a transit traffic arrangement with a third-party; North Central has not agreed to this concept.⁴

3. In other words, the RLECs do not want to allow the CMRS Providers to be able to continue to transit traffic through third-party carriers (like BellSouth) despite the fact they have been doing so for many years. The common issues, however, extend beyond the single issue identified above. To that end, the CMRS Providers have identified twenty-eight (28) common issues in their Consolidated Response including but not limited to issues regarding the scope of the Agreement, the terms of direct and indirect interconnection and compensation for services provided.⁵

4. Leaving aside the logistical issues of trying to complete forty-one separate arbitrations before the end of this calendar year, it is difficult to imagine how it is in any party's interest to see these same issues addressed in forty-one separate proceedings. In fact, consolidation of the pending arbitrations into a single proceeding will conserve the time and resources of all the parties, Commission Staff, and the Commission in terms of pleadings, orders, establishing procedural schedules and the submission of testimony, briefs and discovery.⁶

⁴ See, e.g., Case No. 2006-00252; North Central Petition at ¶ 10.

⁵ See CMRS Providers' Issues Matrix, which is attached as Exhibit D to the Consolidated Response filed concurrently with this Motion. A copy of that Issues Matrix is attached hereto as Exhibit B for the Commission's reference.

⁶ The general advantages of a consolidated arbitration proceeding were articulated concisely by the RLECs' counsel, Mr. Selent, in another proceeding before this Commission in which he successfully opposed a BellSouth motion to sever a consolidated arbitration proceeding filed by his four CLEC clients. In that matter, Mr. Selent stated:

Notably, the efficiency and benefits that will result from a[sic] this multi-party arbitration will be shared by the Commission, its staff and all parties, including BellSouth. Among the efficiencies and benefits that will result from having a single arbitration in lieu of four [or forty-one as in this case] are:

- One procedural schedule;
- One issues matrix to track;

Consolidation will also remove the possibility of potentially inconsistent Orders in different cases involving the same issues.⁷ Finally, the resources needed to complete forty-one separate arbitrations – even with common issues – are staggering.

5. The one determination that will, by definition, be different for each RLEC is the calculation of appropriate total long run incremental cost (“TELRIC”)-based rates for transport and termination.⁸ While each RLEC will have a different rate based on its unique network configuration and costs, the FCC’s rules governing reciprocal compensation require the use of a single cost methodology (i.e., TELRIC). For this reason, the development of the cost methodology for the ILEC-specific transport and termination rates has been handled in many

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- One response to any BellSouth motions;
 - One set of discovery to BellSouth
 - One response to any objections by BellSouth to any such discovery;
 - One hearing;
 - One set of briefs; and
 - One Arbitration Order.

See Joint Response and Opposition of Petitioners to BellSouth’s Motion to Sever or to Impose Procedural Restrictions (dated March 4, 2004) in Case No. 2004-00044.

⁷ Moreover, given the common issues, it is almost certain that most, if not all, of the CMRS Providers and RLECs would feel compelled to intervene in each of the individual proceedings in order to protect their rights. *See e.g.*, 807 KAR 5:001(1) (outlining the rights of intervening parties). The CMRS Providers appreciate that any given party may have individual issues and do not intend this Joint Motion to limit or waive any party’s rights to address such individual circumstances. However, the CMRS Providers are confident that any such issues can readily be handled within the context of a consolidated proceeding as they have been in other jurisdictions.

⁸ *See* 47 C.F.R. § 51.505(e) (An incumbent LEC must prove to the state commission that the rates for each element *it offers* [not the elements other carriers offer] do not exceed the forward-looking economic cost per unit of providing the element, using a cost study that complies with the methodology set forth in this section and § 51.511) (emphasis added).

other consolidated proceedings throughout the country.⁹ As a general matter, there are significant efficiencies realized in handling the cost portion of these proceedings in a consolidated manner. For example, cost methodology issues, if any, can be addressed at one time and the parties (both RLECs and CMRS Providers) can often share expert costs among themselves. Moreover, a party uninterested in the costs of a particular carrier is always free not to participate in that part of the proceeding.¹⁰

6. As noted above, consolidated proceedings also provide both RLECs and CMRS Providers the opportunity to use, where appropriate, joint witnesses to address the common issues faced by the Commission. Moreover, in other arbitration proceedings with multiple parties, mutually agreeable arrangements have been made to avoid redundant or burdensome cross-examination. For example, in Tennessee and Oklahoma the parties agreed to use a single person to conduct the main cross-examination on each issue and then allowed other parties to

⁹ See, e.g., *In the Matter of the Application of Southwestern Bell Wireless L.L.C. et al. for Arbitration Under the Telecommunications Act of 1996*, Oklahoma Corporation Commission Cause Nos. PUD 200200149, PUD 200200150, PUD 200200151, and PUD 200200153 (collectively, “*Southwestern Bell Wireless L.L.C., OCC Cases*”) (multiple CMRS providers and multiple RLECs); *WWC Holding Co., Inc. Interconnection Arbitration Application*, North Dakota Commission Case No. PU-2077-02-308 (multiple RLECs); *Petition of WWC LICENSE L.L.C. For Arbitration Under The Telecommunications Act Of 1996*, South Dakota Commission Docket No. TC02-176 (multiple RLECs); *Petition of Hamilton County Telephone Co-Op et al. for Arbitration Under The Telecommunications Act To Establish Terms And Conditions For Reciprocal Compensation With Verizon Wireless And Its Constituent Companies*, Illinois Commission Docket Nos. 05-0644 – 05-0649; 05-0657 Consolidated (multiple RLECs); *In the Matter of the Petition for Arbitration of Unresolved Issues in a Section 251(b)(5) Agreement with Sprint PCS*, Missouri Public Service Commission, Case No. TO-2006-0148 (multiple RLECs and CMRS Providers); *In the Matter of the Petition by Siskiyou Telephone Company (U 1017) for Arbitration of a Compensation Agreement with Cingular Wireless Pursuant to 47 C.F.R. 20.11(e), California Public Utilities Commission, Application .06-02-028* (same).

¹⁰ Although the methodology to determine traffic/interMTA factors is common, the CMRS Providers note that as a practical matter, actual factors can often vary by carrier.

cross on any issues that they felt were not adequately addressed.¹¹ These arrangements provided for an efficient proceeding protecting the due process rights of all parties. Moreover, the Commission will always ensure that cross-examination of any witness is proper and not repetitive. The CMRS Providers (and we expect the RLECs) have no interest whatsoever in engaging in redundant cross-examination in these consolidated proceedings; accordingly, there is no reason why reasonable parties acting in good faith cannot work out satisfactory arrangements in Kentucky.

7. Finally, in the interest of promoting a resolution of all of these petitions in a timely fashion, the CMRS Providers have attached a draft procedural schedule designed to make sure that these proceedings are completed by the end of this year (see Exhibit C to this Joint Motion).¹² It is the CMRS Providers' belief (and hope) that this draft schedule will expedite this proceeding.

WHEREFORE, for the reasons set forth above, the CMRS Providers respectfully request that the forty-one arbitration petitions identified in Attachment A be consolidated into Case No. 2006-00215 for all purposes and that the Commission develop a procedural schedule for this consolidated proceeding at its earliest convenience.

Respectfully submitted this 7th day of July, 2006 in Frankfort, Kentucky.

¹¹ *Petition of: Cellco Partnership d/b/a Verizon Wireless for Arbitration Under the Telecommunications Act of 1996*, Tennessee Regulatory Authority Consolidated Docket No. 03-00585 (multiple CMRS providers and multiple RLECs); *Southwestern Bell Wireless L.L.C.*, OCC Cases.

¹² The Settlement Agreement in Docket No. 03-00045 which, in the absence of an interconnection agreement, dictates the terms and conditions for the exchange of telecommunications traffic between the RLECs and the CMRS Providers, is due to expire on December 31, 2006. Thus, the CMRS Providers are committed to working with the Commission and the RLECs to conclude this proceeding prior to the expiration of that Settlement Agreement.

Dated: July 7, 2006

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served on those persons listed below this 7th day of July, 2006.



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EXHIBIT A

Case No. 2006-00215, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996.

Case No. 2006-00216, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00217, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00218, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00219, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00220, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00221, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00232, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00233, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel

Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00234, Petition of West Kentucky Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00235, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00239, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00240, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00241, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00242, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00243, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00244, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00245, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00249, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00250, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00251, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00252, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00253, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00254, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00255, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00256, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00257, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00288, Petition of Brandenburg Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00289, Petition of Brandenburg Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00290, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00291, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00292, Petition of Foothills Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00293, Petition of Foothills Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00294, Petition of Gearheart Communications Inc. d/b/a Coalfields Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00295, Petition of Gearheart Communications Inc. d/b/a Coalfields Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00296, Petition of Mountain Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00297, Petition of Mountain Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00298, Petition of Peoples Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00299, Petition of Peoples Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00300, Petition of Thacker-Grigsby Telephone Company, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00301, Petition of Thacker-Grigsby Telephone Company, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

**CMRS PROVIDERS’
ISSUES MATRIX**

ISSUE	CONTRACT SECTION(S)	CMRS POSITION
SCOPE OF AGREEMENT		
1. How should the Interconnection Agreement identify traffic that is subject to reciprocal compensation?	1.22 3.1 3.7 5.1 5.4 5.4.1 5.4.3 Appendix A Appendix B	Interconnection Agreement should use term “Telecommunications Traffic” as defined in the FCC’s Rules.
2. Should the Interconnection Agreement apply to traffic exchanged directly, as well as through traffic exchanged indirectly through BellSouth or any other intermediary carrier?	Contract Title 3rd “Whereas” Clause 1.3 1.12 1.21 3.1 3.1.1 3.1.2 3.1.3 3.2 3.3 3.4 3.6 4.1 (and subsections) 4.2 (and subsections) 4.3 5.1 5.4 5.4.1 14.8.1 Appendix A Appendix B	Yes. Consistent with federal law and Commission precedent, the Interconnection Agreement should apply to traffic exchanged via direct and indirect interconnection arrangements.
3. Does the Interconnection Agreement apply only to traffic within the Commonwealth of Kentucky?	3.4 Appendix C	Interstate calls may be delivered between the Parties and are subject to the terms of the Interconnection Agreement.
4. Should the Interconnection Agreement apply to fixed wireless services?	3.5	Agreement applies to all CMRS traffic. An additional limitation related to “fixed wireless services” is unnecessary. It is also confusing because “fixed wireless” is not a defined term or a term that has any regulatory significance.
INDIRECT INTERCONNECTION		
5. Is each Party obligated to pay for the transit costs associated with the delivery of traffic originated on its network to the terminating Party’s network?	4.1.2.1	Each originating Party should pay any transit charges imposed by a transiting carrier to deliver traffic to a terminating carrier, and all costs of facilities linking its own switch to the third party transiting tandem.

**CMRS PROVIDERS’
ISSUES MATRIX**

6. Can the RLECs use industry standard records (e.g., EMI 11-01-01 records provided by transiting carriers) to measure and bill CMRS Providers for terminating mobile-originated Telecommunications Traffic?	5.5	This form of industry-standard billing should be maintained.
DIRECT INTERCONNECTION		
7. If a direct connection is established between a CMRS Provider and an RLEC, what terms should apply?	4.1.1 (and subsections) 5.2 Appendix A	A Party can elect to provision one way facilities, or CMRS Provider may request that the Parties jointly establish two way facilities. Interconnection facilities can be purchased from RLEC or from a third party.
8. Pursuant to 47 C.F.R. § 51.703 and 51.709, what are the Parties’ obligations to pay for the costs of establishing and using direct interconnection facilities?	4.1.1.1 4.1.1.2 4.1.1.3 4.1.1.4 5.2 5.3 Appendix B	Each Party should be financially responsible for any additional costs for the origination of its traffic. Recurring and non-recurring costs of any dedicated facilities connecting the respective RLEC and CMRS Provider networks should be prorated based on respective shares of traffic exchanged over those facilities.
COMPENSATION		
9. Are the Parties required to pay reciprocal compensation to one another for all intraMTA traffic originated by subscribers on their network, regardless of how such traffic is routed, for termination to the other party?	3.1.3 3.1.4 3.3(b) 3.3(c) 3.4 3.5 5.4.2	FCC Regulations require that CMRS Providers and RLECs compensate each other for intraMTA traffic regardless of existence or nature of an intermediary carrier.
10. Is each RLEC required to develop a company-specific, TELRIC-based rate for transport and termination, what should that rate be for each RLEC, and what are the proper rate elements and inputs to derive that rate?	Appendix B	Each RLEC must develop a company-specific rate that properly reflects the total long run incremental cost (“TRILIC”) for the transport and termination of traffic on its network. CMRS Providers reserve the right to review the RLECs’ cost studies, conduct discovery, propose reciprocal compensation rates consistent with TELRIC, and identify issues raised by any cost studies produced by the RLECs.
11. If the RLECs fail to demonstrate rates that meet the requirements of 47 U.S.C. § 252(d)(2)(A) and the FCC’s Regulations, what rate should the Commission establish for each RLEC?	Appendix B	For any RLEC that fails to meet its burden of proof, The Commission should establish an initial rate for that RLEC consistent with 47 C.F.R. § 51.715(b)(3) until appropriate RLEC cost studies establish permanent rates.
12. Should the Interconnection Agreement provide both reciprocal and net billing options?	14.8.1	Billing provisions should be available, and net billing should be an option where appropriate.
13. If a CMRS Provider does not measure intercarrier traffic for reciprocal compensation billing purposes, what intraMTA traffic factors should apply?	5.5 Appendix A	IntraMTA traffic factors should be used in the absence of measurement, and factors should be developed on a company-by-company basis.

**CMRS PROVIDERS’
ISSUES MATRIX**

14. Should the Interconnection Agreement prohibit the Land-to-Mobile Traffic Factor from exceeding 50%?	5.5 Appendix B	No such limitation is lawful or appropriate.
15. What is the appropriate compensation for interMTA traffic?	3.3 5.4 (and subsections) Appendix A	InterMTA traffic factors should be developed on a company-by-company basis. The originating Party should compensate the terminating Party at the rate contained in the RLEC’s tariffs.
DIALING PARITY		
16. Are the RLECs required to provide dialing parity (in terms of both number of digits dialed and rates charged) for land to mobile traffic?	4.2	RLECs should ensure that their customers can make calls to CMRS Providers’ customers’ numbers in local and EAS exchanges without dialing extra digits or paying extra charges.
SS7 INTERCONNECTION		
17. What SS7 signaling parameters should be required?	4.3.1 4.3.2 4.3.3	The Interconnection Agreement should contain language (proposed by the CMRS Providers) that establishes separate obligations based on whether the Parties are directly or indirectly interconnected, and which prevents either Party from assessing SS7 tariff or message charges on the other for the exchange of traffic.
TARIFF PROVISIONS		
18. Should RLEC tariff provisions be incorporated into the contract?	2.1 2.2 8.1 9.0 10.1 14.14	Absent express mutual consent, tariffs cannot supersede or supplement the terms and conditions of the Parties’ Interconnection Agreement.
GENERAL TERMS AND CONDITIONS		
19. Under what circumstances should a Party be permitted to block traffic or terminate the Interconnection Agreement?	7.9 8.5 8.6 (and subsections)	The CMRS Providers propose a mechanism for notice of default and termination that will ensure customers will not be unnecessarily affected as a result of carrier disputes. Blocking of traffic should be allowed only if authorized by the appropriate regulatory agency.
20. What post-termination arrangements should be included in the Interconnection Agreement?	8.2.1	If either party seeks post termination arrangements, the agreement will remain in place, subject to true-up following the conclusion of negotiations.
21. How should the following terms be defined: “Central Office Switch,” “Interconnection Point,” “InterMTA Traffic,” “Interexchange Carrier,” “Multifrequency,” “Rate Center,” “Subject Traffic,” “Telecommunications Traffic,” “Termination,” and “Transport.”	1.4 1.13 1.14 1.15 1.18 1.21 1.22 1.24 1.25 1.26	See CMRS Redline.

**CMRS PROVIDERS'
ISSUES MATRIX**

22. What notice and consent requirements should apply prior to assignment of the Interconnection Agreement.	14.7	A Party should be allowed to assign to an affiliate with notice, and to a third party upon written consent, which consent will not be unreasonably withheld.
23. If the parties to an Interconnection Agreement are unable to resolve a dispute, should either party be allowed to raise such dispute before any agency or court of competent jurisdiction?	14.8.4 14.9	Disputes may be resolved before the Commission, the FCC, or a court of competent jurisdiction.
24. Should the CMRS Providers be required to provide "rolling" six months' forecasts of "traffic and volume" requirements?	7.1	Such forecasts are unnecessary.
25. Should the Interconnection Agreement require the Parties to maintain specific insurance not required by law?	7.8	Such insurance requirements are unnecessary.
26. Should a Party be required to insert in its tariffs and/or service contract language that attempts to limit third-party claims for damage arising from service provided under the Interconnection Agreement, and should the Interconnection Agreement itself attempt to limit claims of one Party's customer against the other Party?	10.3 11.3	Such requirements are unnecessary, not commercially reasonable and unenforceable.
27. If the Parties cannot agree upon a replacement for invalidated language, should either Party be allowed to terminate the Interconnection Agreement, or should the stalemate be resolved pursuant to Dispute Resolution?	14.17	Agreement should be modified via the dispute resolution provision, not terminated.
28. Should the CMRS Providers be allowed to expand their networks through management contracts?	4.4	Yes. The Interconnection Agreement should accommodate this standard industry practice.

EXHIBIT C
PROPOSED PROCEDURAL SCHEDULE FOR CONSOLIDATED PROCEEDING

Date	Action
July 25	Parties negotiate a protective agreement to govern the exchange of confidential information.
August 14, 2006	RLECs file and serve carrier-specific, TELRIC-based cost studies, and written testimony in support of those cost studies, on which they rely to demonstrate their proposed reciprocal compensation rates meet the pricing standards of 47 U.S.C. § 252(d)(2) and the FCC's part 51 pricing rules. The cost studies will be provided in both hard copy and in electronic format that will allow the Commission and the CMRS Providers to track each element from initial input to final results. All cost studies will be provided in open format.
August 25, 2006	Written Discovery Requests shall be filed with the Commission and served on all parties.
September 8, 2006	Responses and all objections to Discovery shall be filed and served.
September 15, 2006	Supplemental Discovery Requests shall be filed with the Commission and served on all parties.
September 25, 2006	Responses and objections to Supplemental Discovery shall be filed and served.
October 9, 2006	Direct Testimony (other than RLEC cost witnesses) shall be filed and served.
October 18, 2006	Rebuttal Testimony shall be filed and served.
October 23, 2006	All depositions to be concluded.
October 30-November 3	Hearing.
November 20, 2006	Opening Briefs.
November 30, 2006	Reply Briefs.
End of December	Commission Decision.

The CMRS Providers would also suggest that all correspondence, pleadings, discovery requests, discovery responses, discovery objections and/or documents of any sort related to this Consolidated Proceeding will be served electronically on all the parties and their counsel of record noted on the service list. In the event that a party is unable to serve any particular document(s) electronically, that party will serve the document(s) on one designated counsel per carrier on the due date by Fed Ex, any other recognized overnight carrier or by personal delivery.

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

In the Matter of:

JUL 7 2006

Petition of Ballard Rural Telephone Cooperative)
Corporation, Inc. for Arbitration of Certain Terms and)
Conditions of Proposed Interconnection Agreement with)
American Cellular f/k/a ACC Kentucky License LLC,)
Pursuant to the Communications Act of 1934, as)
Amended by the Telecommunications Act of 1996.)

PUBLIC SERVICE
COMMISSION

Case No. 2006-00215

CMRS PROVIDERS' CONSOLIDATED RESPONSE TO ARBITRATION PETITIONS

Pursuant to Section 252 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. § 151 et seq.) ("the Act"), and as directed by the Kentucky Public Service Commission ("Commission") in its June 19 Order in this docket, this Consolidated Response, including Exhibits A through F, is filed by the following commercial mobile radio service ("CMRS") providers:

- New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless ("Cingular");
- T-Mobile USA, Inc. Powertel/Memphis, Inc. and T-Mobile Central LLC ("T-Mobile");
- Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless");
- American Cellular Corporation ("ACC");
- Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS ("Sprint PCS"); and
- Alltel Communications, Inc. ("Alltel").¹

¹ Two additional wireless carriers, Comscape Telecommunications, Inc. and NTCH-West, Inc., are respondents in cases identified in Exhibit A to the Commission's June 19 Order (but not

These carriers are referred to collectively as the “CMRS Providers.” Each CMRS Provider is named as a respondent in one or more Petition for Arbitration in the dockets identified in Exhibit A hereto.²

PARTIES

1. Cingular: New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless is referred to as “Cingular.” These entities are proper parties to this arbitration. These entities are registered to do business in Kentucky and are located at 5565 Glenridge Connector, Atlanta, GA. 30342. Cingular is represented in this proceeding by:

Jeff Yost	Mark Ashby	Paul Walters, Jr.
Mary Beth Naumann	Cingular	Attorney at Law
Jackson Kelly PLLC	5565 Glenridge Connector	15 E. 1st St.
175 East Main Street	Suite 1797	Edmond, OK 73034
Lexington, KY 40507	Atlanta, GA 30342	(405) 359-1718
(859) 255-9500	(404) 236-5568	(405) 348-1151 (fax)
	(404) 236-5575 (fax)	

2. T-Mobile: T-Mobile USA, Inc., Powertel/Memphis, Inc. and T-Mobile Central LLC are referred to collectively as “T-Mobile.” T-Mobile USA, Inc. is a named respondent in certain of the petitions. Due to recent internal restructuring, Powertel/Memphis, Inc. and T-

in the Exhibit A attached to this Consolidated Response). One of those carriers apparently is “not active in our Kentucky markets” and the other sends all of its Kentucky traffic through long-distance providers. See letters from Comscape and NTCH to the Commission dated June 15, 2006. Accordingly, Comscape Telecommunications, Inc. and NTCH-West, Inc. are not parties to this Consolidated Response.

² Although some of the RLECs have filed Petitions against all of the CMRS Providers (e.g., Ballard, Logan, West Kentucky), certain RLECs have filed Petitions against only certain CMRS Providers. In either event, the issues raised by these Petitions appear to be substantially identical and thus the CMRS Providers are concurrently filing a Joint Motion to Consolidate all of these proceedings.

Mobile Central LLC are the T-Mobile operating entities in Kentucky, and are the proper parties to the interconnection agreements that will result from this case. Counsel for the RLECs has represented that his clients do not object to the inclusion of Powertel/Memphis, Inc. and T-Mobile Central LLC in this proceeding. Powertel/Memphis, Inc. and T-Mobile Central LLC are registered to do business in Kentucky and are located at 12920 SE 38th Street, Bellevue, WA 98006. T-Mobile is represented in this proceeding by:

Kendrick R. Riggs
Douglas F. Brent
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000
(502) 627-8722 (fax)
kendrick.riggs@skofirm.com

Philip R. Schenkenberg
Briggs and Morgan, P.A.
2200 IDS Center
Minneapolis, Minnesota 55402
(612) 977-8400
(612) 977-8650 (fax)
pschenkenberg@briggs.com

3. Verizon Wireless: Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership are referred to collectively as “Verizon Wireless.” These entities are proper parties to this arbitration. Each entity is registered to do business in Kentucky and is located at 1 Verizon Way, Basking Ridge, NJ 07927. Verizon Wireless is represented in this proceeding by:

Kendrick R. Riggs
Douglas F. Brent
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000
(502) 627-8722 (fax)
kendrick.riggs@skofirm.com

Philip R. Schenkenberg
Briggs and Morgan, P.A.
2200 IDS Center
Minneapolis, Minnesota 55402
(612) 977-8400
(612) 977-8650 (fax)
pschenkenberg@briggs.com

4. American Cellular: American Cellular Corporation f/k/a ACC Kentucky License LLC is referred to as “ACC.” This entity is a proper party to this arbitration. This entity is

registered to do business in Kentucky and is located at 14201 Wireless Way, Oklahoma City, OK

73134. ACC is represented in this proceeding by:

Holland N. McTyeire, V
Greenebaum Doll & McDonald PLLC
3500 National City Tower
Louisville, KY 40202
(502) 587-3672
(502) 540-2223 (fax)
HNM@gdm.com

Leon M. Bloomfield
Wilson & Bloomfield LLP
1901 Harrison St.
Suite 1620
Oakland, CA 94612
(510) 625-1164
(510) 625-8253 (fax)
lmb@wblaw.net

5. Sprint PCS: Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS is referred to as “Sprint PCS.” This entity is a proper party to this arbitration and is registered to do business in Kentucky. Sprint PCS is represented in this proceeding by:

John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, KY 40601
(502) 227-7270
(502) 875-7059 (fax)

William R. Atkinson
Sprint Nextel
3065 Cumberland Cir., SE
Mailstop GAATLD0602
Atlanta, GA 30339
(404) 649-4882
(404) 649-1652 (fax)
Bill.Atkinson@sprint.com

6. Alltel: Alltel Communications, Inc. is referred to as “Alltel.” This entity is a proper party to this arbitration. This entity is registered to do business in Kentucky and is located at One Allied Drive, Little Rock, AR 72203. Alltel is represented in this proceeding by:

Mark R. Overstreet
Stites & Harbison PLLC
421 West Main Street
P.O. Box 634
Frankfort, Kentucky 40602-0634
(502) 223-3477
(502) 223-4387 (fax)
moverstreet@stites.com

Stephen B. Rowell
Alltel Communications, Inc.
One Allied Drive
Little Rock, AR 72202-2099
(501) 905-8460
(501) 905-4443 (fax)
Stephen.B.Rowell@alltel.com

7. Each CMRS Provider is licensed by the Federal Communications Commission (“FCC”) to provide commercial mobile radio service (“CMRS”) in the Commonwealth.

8. The CMRS Providers admit that Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”), Duo County Telephone Cooperative Corporation, Inc. (“Duo”), Logan Telephone Cooperative, Inc. (“Logan”), West Kentucky Rural Telephone Cooperative Corporation, Inc. (“WKR”), North Central Telephone Cooperative Corporation, Inc. (“NCT”), South Central Rural Telephone Cooperative Corporation, Inc. (“SCR”), Brandenburg Telephone Company (“Brandenburg”), Foothills Rural Telephone Cooperative Corporation, Inc. (“Foothills”), Gearheart Communications Inc. d/b/a Coalfields Telephone Company (“Gearhart”), Mountain Rural Telephone Cooperative Corporation, Inc. (“Mountain”), Peoples Rural Telephone Cooperative Corporation, Inc. (“Peoples”) and Thacker-Grigsby Telephone Company, Inc. (“Thacker-Grigsby”) (collectively the “RLECs”) are the Petitioners in the dockets identified in Exhibit A hereto, and that those entities are properly identified in the Petitions. The CMRS Providers affirmatively state that each RLEC is an incumbent local exchange carrier (“ILEC”).

JURISDICTION

9. The CMRS Providers admit that the Commission has jurisdiction to consider the each Petition pursuant to 47 U.S.C. § 252(b). Each Petition was filed between the 135th and 160th day following a bona fide request for interconnection negotiations made under 47 U.S.C. § 252 by a CMRS Provider.

BACKGROUND

10. The CMRS Providers deny all allegations made in the Petitions except those specifically admitted herein.

11. On February 23, 2003, BellSouth Telecommunications, Inc. (“BellSouth”) filed a petition before the Commission seeking resolution of third-party transit issues.³ BellSouth essentially contended that it was no longer responsible to pay the RLECs terminating access pursuant to the historical Kentucky Restructured Settlement Plan (“KRSP”) for CMRS originated traffic transited by BellSouth to an RLEC for termination.

12. The case culminated with an agreement filed and approved by Commission orders dated April 29, 2004 and June 10, 2004.⁴ Under the 2004 Agreement, BellSouth continues to transit traffic originated by CMRS Providers to the LECs for termination that BellSouth measures and identifies using industry standard call detail records; the RLECs are compensated for such CMRS Provider traffic at a rate lower than traditionally received under the KRSP but higher than what the CMRS Providers contend should be paid under federal total element long run incremental (“TELRIC”) pricing standards; and, the CMRS Providers are not being compensated at all for RLEC originated traffic that terminates on a CMRS Provider’s network.⁵ The 2004 Agreement was for a stated term that expires at the end of this year.

13. Regarding a permanent resolution of the indirect interconnection issues, the parties expressly agreed:

... BellSouth and the Rural ILECs shall commence no later than January 1, 2006 the negotiation of interconnection agreements as may be necessary to govern BellSouth’s provision of transit service defining the relative rights and responsibilities between BellSouth and the Rural LECs with respect to any

³ In the Matter of: Petition of BellSouth Telecommunications, Inc. Seeking Resolution Of Third Party Transit Traffic Issues, Case No. 2003-00045.

⁴ The CMRS Providers admit that Exhibit 1 attached to each Petition is a copy of the Parties’ Agreement in Case No. 2003-00045 (“2004 Agreement”), but deny that it contains all of the signatory parties execution pages.

⁵ See 2004 Agreement, section 2.07.

continuing CMRS provider traffic terminated to the Rural LECs. In the event that any Signatory CMRS provider desires to continue to route CMRS Provider Traffic destined for the Rural LECs through BellSouth's network after the expiration of this Agreement, the Signatory CMRS provider must initiate interconnection negotiations with the Rural LECs consistent with Section 251 and Section 252 of the Act by no later than January 1, 2006. Such negotiations, which may include but are not limited to rates, terms, and conditions of interconnection between and among Parties, shall be conducted in good faith. In the event such negotiations are unsuccessful and the Commission is asked to arbitrate any open issues, the Parties shall submit to the arbitration processes and deadlines as set forth in Section 252(b) of the Act to settle any open issues relating to interconnection and compensation arrangements between and among the Parties. For purposes of determining all deadlines related to the negotiation and arbitration pursuant to this Section, the request date for all negotiations shall be deemed to be January 1, 2006 unless the actual request date for negotiations under Sections 252 and 252 of the Act is earlier. The Parties agree that this Agreement will not prejudice the negotiations in any way.⁶

14. BellSouth currently provides a transit service to the CMRS Providers pursuant to interconnection agreements approved by the Commission, and the CMRS Providers do “*desire[] to continue to route CMRS Provider Traffic destined for the Rural LECs through BellSouth's network after the expiration of [the 2004] Agreement.*”

15. All CMRS providers have transit arrangements with BellSouth that will continue to be in effect on and after the expiration date of the 2004 Agreement on December 31, 2006.

NEGOTIATIONS

16. Effective January 1, 2006, CMRS Providers sent requests for interconnection negotiations specifically citing section 3.01 of the 2004 Agreement to the RLECs. For the purposes of these proceedings the CMRS Providers agree that, regardless of the actual date a given RLEC may have received such a request, all of such requests can be deemed received as of January 1, 2006.

⁶ *Id.* section 3.01 (emphasis added).

17. During the pre-arbitration negotiation period, the RLECs⁷ generally fell into two different groups. John Selent, Esq., and his firm represented Ballard, Brandenburg, Duo, Logan and WKR (collectively “the Selent RLECs”). Ms. Eileen Bodamer represented Foothills, Gearheart, NCT, Peoples, Mountain, SCR and Thacker-Grigsby (collectively “the Bodamer RLECs”).

18. In January and February of 2006, Mr. Selent sent a proposed template agreement from each of his clients to each of the CMRS Providers. Except for the names of the carriers, each of those templates was identical (“Selent Template”). Despite the provisions of the 2004 Agreement that contemplated the CMRS Providers being able to continue to indirectly exchange traffic through the BellSouth network, the Selent Template required that all CMRS Provider traffic be delivered over dedicated facilities (*i.e.*, a direct connection) purchased by the CMRS Provider and connected to the RLEC network.⁸

19. Contrary to the allegations in various Petitions, the CMRS Providers did not fail to respond to the Selent Template. Instead, by letter signed by Mr. Leon M. Bloomfield and dated February 24, 2006, the CMRS Providers collectively contacted all of the RLEC

⁷ In addition to the RLECs in this docket, five additional LECs were signatories to the 2004 Agreement: the TDS Telecom Kentucky companies Leslie County Telephone Company, Lewisport Telephone Company and Salem Telephone Company (collectively “TDS”), Alltel Kentucky, Inc. (“Alltel KY”), and Highland Telephone Cooperative, Inc. (“Highland”). TDS and Alltel KY continue to negotiate with CMRS Providers where interconnection agreements may be needed. Highland has never responded to any of the CMRS Providers’ communications.

⁸ The referenced provision is the original Section 4.1.2. language which has been redlined in Exhibit E hereto. In addition to being contrary to the spirit if not the letter of the 2004 Agreement, the provision is on its face contrary to FCC Rule 51.703(b) in that it attempts to shift all cost associated with the delivery of LEC originated traffic to the CMRS Providers. *See also In the Matter of AT&T Broadband Phone of Kentucky, LLC v. Alltel Kentucky, Inc. and Kentucky Alltel, Inc.* Order entered March 25, 2004, Case No. 2003-00023 (KY PSC) (BellSouth’s transit service is an indirect interconnection arrangement and the originating party is obligated to pay charges associated with delivery of its originated traffic).

representatives in writing.⁹ Mr. Bloomfield's letter was sent on behalf of the "Kentucky CMRS Providers" which expressly included ACC, Cingular, Verizon Wireless, Sprint PCS, and T-Mobile. Mr. Bloomfield's letter invited all of the RLECs to engage in collective negotiations with a reservation of rights to withdraw or conduct separate negotiations as warranted, but also provided an electronic copy of the CMRS Providers' proposed interconnection agreement ("CMRS Template").¹⁰

20. Mr. Bloomfield's letter, and the attached CMRS Template, put the RLECs on notice that the Selent Template was not acceptable to the CMRS Providers.

21. Following Mr. Bloomfield's letter, the RLECs declined to enter into group negotiations (*i.e.*, negotiations among all CMRS Providers and all RLECs), and refused – or in certain cases, failed – to respond to the CMRS Template.

22. In the weeks leading up to the filing of these Petitions, each CMRS Provider made good faith attempts to negotiate with the RLECs.¹¹ These negotiations varied by carrier, but included emails, phone calls, the exchange of other template agreements, requests for extensions, and the exchange of redlines.¹²

⁹ See, *e.g.*, Case No. 2006-00252 Petition of North Central v. ACC, paragraph 7 and Petition Exhibit 2. The CMRS Providers note that Petitions filed by Ballard, Logan, West Kentucky Rural, Brandenburg and Duo County fail to even mention the February 24 letter from Mr. Bloomfield or the CMRS Template.

¹⁰ Id.

¹¹ The negotiations were clearly complicated even more by the RLECs' earlier refusal to negotiate collectively.

¹² The RLECs' Petitions do not accurately and completely describe the course and conduct of the Parties' negotiations. Nor is the course of these negotiations relevant to the Commission's role at this time, which is to resolve open issues between the Parties as required by 47 U.S.C. § 252. Thus, the CMRS Providers have not included information regarding each CMRS Provider's negotiations with each RLEC. The CMRS Providers reserve their right to do so if

23. As a direct result of the lack of progress in negotiations, the CMRS Providers filed their May 30, 2006 Request for Commission Mediation Pursuant to 47 U.S.C. § 252(a)(2).¹³ As they did in Mr. Bloomfield's letter, the CMRS Providers attempted to engage the parties in an efficient, productive process to resolve the issues. The RLECs opposed collective mediation yet again.¹⁴

ARBITRATION ISSUES RAISED BY RLECS

24. Certain Petitions allege that a respondent CMRS Provider did not propose changes to an RLEC's proposed agreement, that the failure to propose such changes constitutes acceptance of the RLEC's proposed agreement, and that the only issue before the Commission is whether the RLECs' proposed agreements should be approved. For the reasons set forth above, the CMRS Providers deny all such allegations.

25. The CMRS Providers deny all allegations in the Petitions that the Selent Template or any other agreement proposed by an RLEC complies with the standards set forth in 47 U.S.C. §§ 251, 252(c), (d), (e) and applicable state law. The CMRS Providers exercise their right under 47 U.S.C. § 252(b)(3) to identify issues for the Commission to resolve under the Act. These issues are identified below.

necessary in filed testimony. Each CMRS Provider affirmatively states that it negotiated in good faith and denies any allegations that the course and conduct of the negotiations prevents the Commission from considering the issues identified below.

¹³ A copy of Mr. Holland N. McTyeire's May 30, 2006 letter to Ms. Beth O'Donnell is attached as Exhibit B.

¹⁴ A copy of Mr. John Selent's June 1, 2006 letter to Ms. Beth O'Donnell and a copy of Mr. William G. Francis June 2, 2006 letter to Ms. Beth O'Donnell are attached as Exhibit C.

26. For purposes of these arbitrations, the CMRS Providers affirmatively state that the open issues between the parties are identified below, are set forth with specificity in Exhibit D (Issues Matrix) and Exhibit E (Redline) attached hereto. The issues identified herein in accordance with 47 U.S.C. § 252(b)(3) supersede any contrary contract language proposed by a CMRS Provider for the purpose of negotiating an interconnection agreement pursuant to 47 U.S.C. § 252(a)(1) (negotiated agreements may be entered into “without regard to the standards set forth in subsections (b) and (c) of section 251”).

ISSUES RAISED BY CMRS PROVIDERS

27. In accordance with 47 U.S.C. § 252(b)(3), the CMRS Providers identify the issues set forth on Exhibit D to be resolved by the Commission in accordance with the standards in 47 U.S.C. § 252(c), and incorporated into the final Interconnection Agreement between the parties.¹⁵ The specific contract sections of the Selent Template affected by each issue are identified on Exhibit D and a cumulative proposed redline of the Selent Template is Exhibit E. Exhibit F is a clean version of the CMRS Providers’ proposal that reflects Exhibit E with all CMRS Providers’ proposed changes accepted.

Scope of Agreement

28. Issues 1 through 4 relate to the scope of the Interconnection Agreement.

29. Issue 1 is the proper term to be used in the Interconnection Agreement for traffic that is exchanged subject to the FCC’s reciprocal compensation rules. The CMRS Providers

¹⁵ The CMRS Providers refer in this Consolidated Response to the “Interconnection Agreement” being arbitrated by the Commission. The CMRS Providers acknowledge that the terms approved by the Commission will ultimately need to be incorporated into 41 separate agreements but use the singular form for convenience.

propose to use the term “Telecommunications Traffic” and to define that term as it is defined in 47 C.F.R. § 51.701(b)(2). No further exclusions or modifications are appropriate or lawful.

30. Issue 2 is whether the Interconnection Agreement should apply to traffic exchanged directly as well as traffic exchanged indirectly through BellSouth or any other intermediary carrier. As an initial matter, the Act provides that each carrier has a “duty to interconnect directly or indirectly ...”¹⁶ Moreover, today, the bulk of traffic exchanged between CMRS Providers and RLECs is exchanged via indirect interconnection through third-party tandem switches. That practice will continue, as CMRS Providers have the right to decide whether to connect directly or indirectly “based on their most efficient technical and economic choices.”¹⁷ In most cases, indirect interconnection via a third-party tandem provider is far more efficient than establishing dedicated circuits to an RLEC switch. The CMRS Providers propose that the Interconnection Agreement apply to traffic that is indirectly exchanged in this manner.

31. The Commission has previously determined that Parties should be allowed to interconnect indirectly.¹⁸ In addition, the 2004 Agreement clearly anticipates that future interconnection agreements will provide for indirect interconnection.¹⁹ Notwithstanding the above, the RLECs have refused to enter into interconnection agreements that would apply to traffic delivered indirectly between the Parties.

¹⁶ See also 47 U.S.C. § 251(a).

¹⁷ In the Matter of Implementation of the Local Competition Provisions of the Telecomms. Act of 1996, CC Docket No. 96-98, 11 FCCR 15499, FCC 96-325, First Report and Order, ¶ 994 (1996) (“First Report & Order”).

¹⁸ See, e.g., In the Matter of AT&T Broadband Phone of Kentucky, LLC v. Alltel Kentucky, Inc. and Kentucky Alltel, Inc., Case No. 2003-00023, Order (March 24, 2004).

¹⁹ See 2004 Agreement, section 3.01.

32. Issue 3 is whether the Interconnection Agreement is limited to traffic originated and terminated within Kentucky. CMRS Providers' license areas, service areas, MTA boundaries and radio signals do not follow state lines. There is no legal basis to limit the scope of a CMRS Interconnection Agreement under 47 U.S.C. § 251 to traffic originated and terminated within Kentucky.

33. Issue 4 is whether the Interconnection Agreement should exclude "fixed wireless services." The CMRS Providers propose to delete this limitation. The Interconnection Agreement applies to all CMRS traffic, and so an additional limitation related to "fixed wireless services" is unnecessary. It is also confusing because "fixed wireless" is not a defined term or a term that has any regulatory significance.

Terms of Indirect Interconnection

34. Issues 5 and 6 relate to the terms of indirect interconnection.

35. Issue 5 relates to the cost of transiting traffic exchanged via indirect interconnection. In that situation the originating carrier is responsible for the costs of facilities linking its own switch to the third-party transiting tandem, and for paying any transit charges imposed by the transiting carrier to deliver traffic to the terminating carrier. The Interconnection Agreement should require each originating carrier to pay any such costs that are assessed.

36. In Issue 6, the CMRS Providers propose that if an RLEC is not by itself able to independently measure traffic delivered to it via indirect interconnection, that it should use industry-standard records provided by the third party transit provider in order to properly measure and bill the CMRS Providers for this traffic.

Terms of Direct Connection

37. Issues 7 and 8 relate to the terms of direct interconnection to be included in the Interconnection Agreement. The CMRS Providers generally agree with the RLECs' proposed

terms for direct interconnection, but seek contract terms properly allocating the costs of interconnection facilities between the parties. The CMRS Providers propose that the recurring and non-recurring costs of any dedicated facilities connecting the respective RLEC and CMRS Provider networks be prorated based on their respective share of traffic exchanged over those facilities.

Compensation

38. Issues 9 through 15 relate to compensation paid for traffic exchanged between the parties.

39. Issue 9 is whether the Parties are required to pay reciprocal compensation to one another for all intraMTA traffic originated by subscribers on their network, regardless of how it is routed, for termination to the other party. The CMRS Providers propose that in accordance with 47 C.F.R. § 51.701, as interpreted by the FCC and federal courts, CMRS Providers and RLECs should compensate each other for intraMTA traffic regardless of existence or nature of an intermediary carrier.²⁰

40. Issues 10 and 11 relate to the reciprocal rates for transport and termination to be incorporated into the Parties' Interconnection Agreement. In accordance with 47 U.S.C. § 252(d)(2)(A) and 47 C.F.R. §§ 51.505, 51.705, each RLEC must develop a company-specific rate that properly reflects the TELRIC for the transport and termination of traffic on its network. Despite requests by the CMRS Providers, no RLEC has presented a CMRS Provider with a cost study justifying its proposed reciprocal compensation rate (which according to the Selent Template are all identical), and no RLEC has specifically alleged that its proposed reciprocal compensation rate was developed using such a study. Because each RLEC has the burden to

²⁰ Cingular takes no position on Issue 9.

demonstrate rates that do not exceed forward-looking costs (47 C.F.R. § 51.505(e)), the CMRS Providers reserve the right to review the RLECs' cost studies, conduct discovery, and propose alternative reciprocal compensation rates based on TELRIC. The CMRS Providers also reserve the right to identify any additional issues raised by any cost studies relied on by the RLECs. In the event that the RLECs fail to produce cost studies consistent with the Act and FCC Regulations, the Commission should establish an initial rate for each RLEC consistent with 47 C.F.R. § 51.715(b)(3), until appropriate RLEC cost studies establish permanent rates.

41. In Issue 12 the CMRS Providers propose that the billing provisions of the Parties' Interconnection Agreements should be reciprocal, and that net billing should be an available option.

42. Issue 13 relates to the development and use of traffic factors when a CMRS Provider does not measure traffic for reciprocal compensation billing purposes. The CMRS Providers propose that traffic factors should be used, and that intraMTA traffic factors should be developed on a company-by-company basis.

43. In Issue 14, the CMRS Providers propose to delete proposed language limiting the land-to-mobile traffic factor to 50% or less.

44. Issue 15 is the appropriate compensation for interMTA traffic. The CMRS Providers propose that InterMTA traffic factors should be developed on a company-by-company basis. The originating Party should compensate the terminating Party at the rates contained in RLEC tariffs.

Dialing Parity

45. Issue 16 is whether the RLECs are required to provide dialing parity for land-to-mobile traffic. The CMRS Providers propose that consistent with 47 U.S.C. § 251(b)(3) and 47 C.F.R. § 54.207, the RLECs should ensure that their customers can make calls to CMRS

Providers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.

SS7 Provisions

46. Issue 17 relates to the exchange of SS7 information between the parties. The CMRS Providers propose language that establishes separate obligations based on whether the Parties are directly or indirectly interconnected, and which prevents either Party from assessing SS7 tariff or message charges on the other for the exchange of traffic.

Tariff Provisions

47. Issue 18 is whether RLEC tariff provisions should be incorporated into the Parties' Interconnection Agreement. The CMRS Providers propose that absent express mutual consent, tariffs cannot supersede or supplement the terms and conditions of the Parties' Interconnection Agreement.

General Terms and Conditions

48. Issue 19 relates to the circumstances that would allow one Party to block traffic or terminate the Interconnection Agreement. The CMRS Providers propose a mechanism for notice of default and termination that will ensure customers will not be unnecessarily affected as a result of carrier disputes. Blocking of traffic should be allowed only if authorized by the appropriate regulatory agency.

49. Issue 20 relates to post-termination arrangements to be included in the Interconnection Agreement. The CMRS Providers propose that if either party seeks post-termination arrangements, the Interconnection Agreement will remain in place, subject to true-up following the conclusion of negotiations.

50. Issue 21 relates to the definitions of various key terms in the Interconnection Agreement. The CMRS Providers' proposed definitions are set forth in Exhibit E (CMRS Redline).

51. Issue 22 relates to the appropriate notice and consent requirements that should apply prior to a Party's assignment of the Interconnection Agreement. The CMRS Providers propose that a Party should be allowed to follow standard industry practice and assign to an affiliate with notice, and to a third party upon written consent, which consent will not be unreasonably withheld.

52. In Issue 23, the CMRS Providers propose that if parties to an Interconnection Agreement are unable to resolve a dispute, either party should be allowed to raise such dispute before any agency or court of competent jurisdiction.

53. Issue 24 is whether the CMRS Providers should be required to provide "rolling" six months' forecasts of "traffic and volume" requirements. The CMRS Providers propose deleting this as unnecessary.

54. Issue 25 is whether the Interconnection Agreement should require the Parties to maintain minimum insurance other than that which is required by law. The CMRS Providers propose deleting such requirements as unnecessary.

55. Issue 26 is whether a Party is required to insert in its tariffs and/or service contract language that attempts to limit third-party claims for damage arising from service provided under the Interconnection Agreement, and whether the Interconnection Agreement itself should attempt to limit claims of one Party's customer against the other Party. The CMRS Providers propose that such requirements are unnecessary, not commercially reasonable, and unenforceable.

56. Issue 27 is if the Parties cannot agree upon a replacement for invalidated language, whether either Party should be allowed to terminate the Interconnection Agreement, or whether the stalemate should be resolved pursuant to Dispute Resolution. The CMRS Providers propose that the Interconnection Agreement be modified via the Dispute Resolution provision rather than terminated.

57. Issue 28 is whether the CMRS Providers should be allowed to expand their networks through management contracts. The CMRS Providers propose that the Interconnection Agreement should accommodate this industry standard practice.

REQUEST FOR RELIEF

WHEREFORE, the CMRS Providers respectfully request that the Commission grant the following relief:

A. That the Commission arbitrate the issues identified above, and resolve those issues under the standards in 47 U.S.C. § 252 as proposed by the CMRS Providers in Exhibit D E, and F attached hereto.

B. That the Commission issue an order directing the Parties to incorporate its resolution of the above issues into final interconnection agreements to be filed with and approved by the Commission.

C. That the Commission award the CMRS Providers such other and further relief as the Commission deems fair and equitable.

Dated: July 7, 2006

By s/Jeff Yost

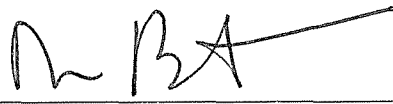
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Dated: July 7, 2006

By  _____

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("Verizon Wireless")

Dated: July 7, 2006

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Dated: July 7, 2006

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Dated: July 7, 2006

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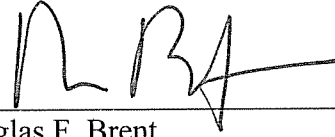
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served those listed below this 7th day of July, 2006.



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EXHIBIT A

Case No. 2006-00215, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996.

Case No. 2006-00216, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00217, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00218, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00219, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00220, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00221, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00232, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00233, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel

Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00234, Petition of West Kentucky Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00235, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Alltel Communications, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00239, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00240, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00241, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00242, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00243, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00244, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00245, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00249, Petition of Ballard Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00250, Petition of Duo County Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00251, Petition of Logan Telephone Cooperative, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00252, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00253, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00254, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00255, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00256, Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00257, Petition of North Central Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Sprint Spectrum, L.P., and SprintCom, Inc. d/b/a Sprint PCS, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00288, Petition of Brandenburg Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00289, Petition of Brandenburg Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00290, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00291, Petition of South Central Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00292, Petition of Foothills Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00293, Petition of Foothills Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00294, Petition of Gearheart Communications Inc. d/b/a Coalfields Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00295, Petition of Gearheart Communications Inc. d/b/a Coalfields Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00296, Petition of Mountain Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00297, Petition of Mountain Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00298, Petition of Peoples Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00299, Petition of Peoples Rural Telephone Cooperative Corporation, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00300, Petition of Thacker-Grigsby Telephone Company, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.

Case No. 2006-00301, Petition of Thacker-Grigsby Telephone Company, Inc. For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With T-Mobile USA, Inc., Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996.



Holland N. McTyeire, V
Direct (502) 587-3672 Fax (502) 540-2223 E-mail hnm@gdm.com

Via Hand Delivery

May 30, 2006

Ms. Beth A. O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

RECEIVED

MAY 30 2006

**PUBLIC SERVICE
COMMISSION**

Re: Request for Commission Mediation Pursuant to 47 U.S.C. Section 252(a)(2)

Dear Ms. O'Donnell:

As you are aware, the interim intercarrier compensation arrangements provided for in the settlement agreement between certain signatory CMRS providers, including Verizon Wireless, Cingular, T-Mobile, American Cellular Corporation, and Sprint (hereinafter "CMRS Providers"), BellSouth Telecommunications, Inc. ("BellSouth"), and certain Rural ILECs¹ that was approved by the Commission in Case No. 2003-00045 ("Settlement Agreement") by Orders dated April 29, 2004 and June 10, 2004 and which has been effective since May 1, 2004 is due to expire on December 31, 2006. In accordance with the Settlement Agreement, each CMRS Provider initiated negotiation of an interconnection and reciprocal compensation agreement with particular Rural ILECs pursuant to the process set forth in Sections 251 and 252 of the Communications Act of 1996, as amended (the "Act").

Despite the independent and on-going negotiations between all parties that are currently exchanging traffic under the Settlement Agreement, no voluntary interconnection agreements providing for indirect interconnection under the Act have been reached at this time. In order to assist the CMRS Providers and Rural ILECs currently engaged in negotiations on reaching agreement on the rates, terms and conditions for reciprocal compensation and interconnection, the CMRS Providers hereby request the participation of the Commission in these negotiations and that the Commission mediate any differences arising in the course of negotiation pursuant to 47 U.S.C. Section 252(a)(2).

¹ The Rural ILECs with whom the CMRS Providers have requested interconnection negotiations are AllTel Kentucky, Ballard Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Duo County Telephone Cooperative Inc., Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Leslie County Telephone Company, Inc., Lewisport Telephone Company, Inc., Logan Telephone Cooperative, Inc., Highland Telephone Cooperative, North Central Telephone Cooperative, Mountain Rural Telephone Cooperative Corporation, Inc., Peoples Rural Telephone Cooperative Corporation, Salem Telephone Company, South Central Rural Telephone Cooperative Corporation, Inc., Thacker/Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc.

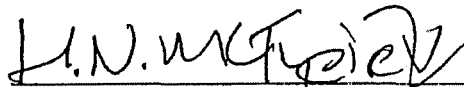
Ms. Beth A. O'Donnell
May 30, 2006
Page 2

Collective Commission mediation/negotiation is highly practical and desirable in this instance where the fundamental issues of indirect interconnection, reciprocal and symmetrical compensation, and the rates at which a given Rural ILEC is required to terminate CMRS Providers' traffic are so similar. The CMRS Providers believe that such a process would be particularly useful in this situation given the sheer number of individual negotiations currently underway.

Accordingly, the CMRS Providers respectfully request that the Commission host mediation sessions between the CMRS Providers and the Rural ILECs during the next month, if possible. So that the mediation process can be fully utilized before any party feels compelled to file formal arbitration petitions with the Commission, the CMRS Providers are requesting the Rural ILECs to extend by 90 days the current arbitration window which is otherwise set to expire on June 10, 2006.² Given the December 31, 2006 expiration date of the Settlement Agreement, no party should be prejudiced by such an extension.

Thank you for your consideration and assistance, and please call me if you should have any questions regarding this matter.

Sincerely,



On behalf of the CMRS Providers

cc: Amy E. Dougherty
Jim Stevens
John Selent - Ballard, Duo County, Logan and West Kentucky Rural Telephone
Eileen Bodamer - Foothills, Coalfields, Mountain, Peoples, South Central Rural,
North Central and Thacker - Grisby Telephone
Linda Lowrance - Leslie County, Lewisport and Salem Telephone
Allison Willoughby - Brandenburg Telephone
Jimmy Dolan - AllTel Kentucky
Dave Crawford - Highland Telephone
Elaine Critides - Verizon Wireless
Leon Bloomfield - American Cellular Corporation and T-Mobile USA
Dan Williams - T-Mobile USA
John N. Hughes - Sprint Nextel
Mark Ashby - Cingular Wireless
William R. Atkinson - Sprint Nextel
Paul Walters - Cingular Wireless
Bill Brown - Cingular Wireless

² Certain parties have already agreed to extend the window and the appropriate motions will be filed shortly with the Commission. In addition, the CMRS Providers note that it appears certain Rural ILECs mailed Petitions for Arbitration to the Commission on Friday, May 26, 2006.

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
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June 1, 2006

VIA HAND DELIVERY

Hon. Beth A. O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: May 30, 2006 Letter of Holland N. McTyeire, V for Request for Commission Mediation Pursuant to 47 U.S.C. Section 252(a)(2) on Behalf of the "CMRS Providers" as Defined in Mr. McTyeire's Letter

Dear Ms. O'Donnell:

The purpose of this letter is to respond to the above-referenced letter of Holland N. McTyeire, V.

We are legal counsel to Ballard Rural Telephone Cooperative Corporation, Inc., Duo County Telephone Cooperative, Inc., Logan Telephone Cooperative, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc. Our response is written on behalf of these rural incumbent local exchange carriers (the "Rural ILECs").

As a primary matter, the Rural ILECs do not agree with the CMRS Providers' characterization of any so-called negotiations having taken place between all of the CMRS Providers and the Rural ILECs within the meaning of the Communications Act of 1996.

Additionally, the Rural ILECs are opposed, at this time, to the collective mediation requested by the CMRS Providers. The Rural ILECs' opposition is based upon four rationales. First, 47 U.S.C. Section 252 (a)(2) does not authorize such collective mediation; the nouns in the statute are written in the singular, not the plural. Second, the Rural ILECs have filed and are in the process of filing individual arbitration petitions against certain of the CMRS Providers. Legal counsel to the Rural ILECs anticipates completing the filing of these arbitration petitions by Monday or Tuesday of next week. If any of the CMRS Providers believes mediation is

Exhibit C

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appropriate, a request for such mediation should be filed in those individual proceedings, where each request can be orderly addressed in the context of that specific proceeding after, *inter alia*, an evaluation of the issues presented therein. The Rural ILECs object strenuously to being forced to participate in collective mediation in which issues will be negotiated which may or may not be of any significance to each of the Rural ILECs. This would be a substantial waste of their resources. For example, some of the rural incumbent local exchange carriers already have agreement with some of the CMRS Providers and have no reason to participate in such collective mediation. Third, such forced consolidation of the individual arbitration petitions which have been filed and are being filed by the Rural ILECs is **not** authorized by the Communications Act of 1996. The Public Service Commission should not, therefore, in effect, consolidate the Rural ILECs arbitration petitions, some of which have not yet even been filed. Fourth, the Rural ILECs anticipate filing motions in their various arbitration proceedings that may well moot the requests for mediation, collective or individual.

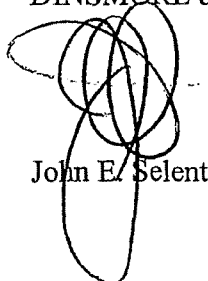
Finally, the Rural ILECs have indicated repeatedly to the CMRS Providers that they will not agree to an extension of the arbitration window. In the absence of such an agreement, no such extension is possible under the Communications Act of 1996. Such an extension is not in the interest of the Rural ILECs, or the public interest, because of the imminent expiration of the Settlement Agreement, in Commission Case No. 2003-0045, at the end of this year. Most significantly, an extension would only further encourage the CMRS Providers' procrastination which has been evident throughout the last three months or so by their almost total lack of attention to the Rural ILECs' request for negotiations.

In conclusion, the CMRS Providers' letter is a collective panic attack occasioned by the Rural ILECs' filing of arbitration petitions which the CMRS Providers were unwilling timely to address, despite knowing of such a probability since 2003 (when the Settlement Agreement was executed), and despite repeated and timely requests for good faith negotiations by the Rural ILECs dating back to the early months of this year.

Thank you, and for the reasons set forth herein, the requests set forth in CMRS Providers' letter of May 30, 2006 should be denied in their entirety at this time.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

JES/mry

Hon. Beth A. O'Donnell
June 1, 2006
Page 3

cc: Amy E. Dougherty, Esq.

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FRED G. FRANCIS
1916-2003

June 2, 2006

Beth A. O'Donnell, Executive Director
Public Service Commission of the Commonwealth
of Kentucky
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: May 30, 2006 Request for Commission Mediation Pursuant to
47 U.S.C. Section 252(a)(2) filed on behalf of the CMRS Providers¹
in Case No. 2003-00045
FKF File No. 171-30

Dear Ms. O'Donnell:

I have been retained by the companies noted below² (collectively, "E-ILECs") in the above referenced matter. The E-ILECs, like the CMRS Providers, are parties to the Settlement Agreement that was approved by the Commission in Case No. 2003-00045. That Agreement, which expires December 31, 2006, requires the CMRS Providers to seek interconnection arrangements directly with the Rural ILECs³. For the most part, the CMRS Providers did so and the E-ILECs and CMRS Providers have been engaged in varying levels of discussion in this matter.

In their May 30, 2006 filing, the CMRS Providers request that the Commission host within the next month, collective mediation between the CMRS Providers and Rural ILECs pursuant to 47 U.S.C. Section 252(a)(2). They further request that the date for the current arbitration window be extended by 90 days from June 10, 2006 (mathematically, September 8, 2006).

The E-ILECs do not disagree that the sheer number of negotiations imposed on both

¹Verizon Wireless, American Cellular Corporation, T-Mobile USA, Sprint Nextel, and Cingular Wireless

²Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Mountain Rural Telephone Cooperative, Inc., Peoples Rural Telephone Cooperative Corporation, and Thacker-Grigsby Telephone Company.

³All incumbent telephone service providers in the state, excluding BellSouth

June 2, 2006
Beth A. O'Donnell, Executive Director
Page -2-

the Rural ILECs and CMRS Providers has made the timely completion of voluntarily negotiated agreements problematic. Accordingly, the E-ILECs have already agreed to and concur with the CMRS Providers' request for the 90-day extension of the negotiation window.

The E-ILECs disagree, however with the collective mediation process proposed by the CMRS Providers. This collective mediation was requested by at least one of the CMRS providers during initial discussions and was declined at that time. The reason for doing so remains the same; despite suggesting that all the Rural ILECs have the same issues, they do not. Imposing a group mediation effort on the Rural ILECs will simply not be a productive use of the companies' resources.

While the E-ILECs do not oppose consolidating efforts where they naturally occur, imposing a state-wide process on the Rural ILECs that forces each side to engage in discussions that may not concern that company will be a waste of time, money, and effort.

Very truly yours,

FRANCIS, KENDRICK & FRANCIS



William G. Francis

WGF/bcm

cc:

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**CMRS PROVIDERS'
ISSUES MATRIX**

ISSUE	CONTRACT SECTION(S)	CMRS POSITION
SCOPE OF AGREEMENT		
1. How should the Interconnection Agreement identify traffic that is subject to reciprocal compensation?	1.22 3.1 3.7 5.1 5.4 5.4.1 5.4.3 Appendix A Appendix B	Interconnection Agreement should use term "Telecommunications Traffic" as defined in the FCC's Rules.
2. Should the Interconnection Agreement apply to traffic exchanged directly, as well as through traffic exchanged indirectly through BellSouth or any other intermediary carrier?	Contract Title 3rd "Whereas" Clause 1.3 1.12 1.21 3.1 3.1.1 3.1.2 3.1.3 3.2 3.3 3.4 3.6 4.1 (and subsections) 4.2 (and subsections) 4.3 5.1 5.4 5.4.1 14.8.1 Appendix A Appendix B	Yes. Consistent with federal law and Commission precedent, the Interconnection Agreement should apply to traffic exchanged via direct and indirect interconnection arrangements.
3. Does the Interconnection Agreement apply only to traffic within the Commonwealth of Kentucky?	3.4 Appendix C	Interstate calls may be delivered between the Parties and are subject to the terms of the Interconnection Agreement.
4. Should the Interconnection Agreement apply to fixed wireless services?	3.5	Agreement applies to all CMRS traffic. An additional limitation related to "fixed wireless services" is unnecessary. It is also confusing because "fixed wireless" is not a defined term or a term that has any regulatory significance.
INDIRECT INTERCONNECTION		
5. Is each Party obligated to pay for the transit costs associated with the delivery of traffic originated on its network to the terminating Party's network?	4.1.2.1	Each originating Party should pay any transit charges imposed by a transiting carrier to deliver traffic to a terminating carrier, and all costs of facilities linking its own switch to the third party transiting tandem.

**CMRS PROVIDERS’
ISSUES MATRIX**

6. Can the RLECs use industry standard records (e.g., EMI 11-01-01 records provided by transiting carriers) to measure and bill CMRS Providers for terminating mobile-originated Telecommunications Traffic?	5.5	This form of industry-standard billing should be maintained.
DIRECT INTERCONNECTION		
7. If a direct connection is established between a CMRS Provider and an RLEC, what terms should apply?	4.1.1 (and subsections) 5.2 Appendix A	A Party can elect to provision one way facilities, or CMRS Provider may request that the Parties jointly establish two way facilities. Interconnection facilities can be purchased from RLEC or from a third party.
8. Pursuant to 47 C.F.R. § 51.703 and 51.709, what are the Parties’ obligations to pay for the costs of establishing and using direct interconnection facilities?	4.1.1.1 4.1.1.2 4.1.1.3 4.1.1.4 5.2 5.3 Appendix B	Each Party should be financially responsible for any additional costs for the origination of its traffic. Recurring and non-recurring costs of any dedicated facilities connecting the respective RLEC and CMRS Provider networks should be prorated based on respective shares of traffic exchanged over those facilities.
COMPENSATION		
9. Are the Parties required to pay reciprocal compensation to one another for all intraMTA traffic originated by subscribers on their network, regardless of how such traffic is routed, for termination to the other party?	3.1.3 3.1.4 3.3(b) 3.3(c) 3.4 3.5 5.4.2	FCC Regulations require that CMRS Providers and RLECs compensate each other for intraMTA traffic regardless of existence or nature of an intermediary carrier.
10. Is each RLEC required to develop a company-specific, TELRIC-based rate for transport and termination, what should that rate be for each RLEC, and what are the proper rate elements and inputs to derive that rate?	Appendix B	Each RLEC must develop a company-specific rate that properly reflects the total long run incremental cost (“TELRIC”) for the transport and termination of traffic on its network. CMRS Providers reserve the right to review the RLECs’ cost studies, conduct discovery, propose reciprocal compensation rates consistent with TELRIC, and identify issues raised by any cost studies produced by the RLECs.
11. If the RLECs fail to demonstrate rates that meet the requirements of 47 U.S.C. § 252(d)(2)(A) and the FCC’s Regulations, what rate should the Commission establish for each RLEC?	Appendix B	For any RLEC that fails to meet its burden of proof, The Commission should establish an initial rate for that RLEC consistent with 47 C.F.R. § 51.715(b)(3) until appropriate RLEC cost studies establish permanent rates.
12. Should the Interconnection Agreement provide both reciprocal and net billing options?	14.8.1	Billing provisions should be available, and net billing should be an option where appropriate.
13. If a CMRS Provider does not measure intercarrier traffic for reciprocal compensation billing purposes, what intraMTA traffic factors should apply?	5.5 Appendix A	IntraMTA traffic factors should be used in the absence of measurement, and factors should be developed on a company-by-company basis.

**CMRS PROVIDERS'
ISSUES MATRIX**

14. Should the Interconnection Agreement prohibit the Land-to-Mobile Traffic Factor from exceeding 50%?	5.5 Appendix B	No such limitation is lawful or appropriate.
15. What is the appropriate compensation for interMTA traffic?	3.3 5.4 (and subsections) Appendix A	InterMTA traffic factors should be developed on a company-by-company basis. The originating Party should compensate the terminating Party at the rate contained in the RLEC's tariffs.
DIALING PARITY		
16. Are the RLECs required to provide dialing parity (in terms of both number of digits dialed and rates charged) for land to mobile traffic?	4.2	RLECs should ensure that their customers can make calls to CMRS Providers' customers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.
SS7 INTERCONNECTION		
17. What SS7 signaling parameters should be required?	4.3.1 4.3.2 4.3.3	The Interconnection Agreement should contain language (proposed by the CMRS Providers) that establishes separate obligations based on whether the Parties are directly or indirectly interconnected, and which prevents either Party from assessing SS7 tariff or message charges on the other for the exchange of traffic.
TARIFF PROVISIONS		
18. Should RLEC tariff provisions be incorporated into the contract?	2.1 2.2 8.1 9.0 10.1 14.14	Absent express mutual consent, tariffs cannot supersede or supplement the terms and conditions of the Parties' Interconnection Agreement.
GENERAL TERMS AND CONDITIONS		
19. Under what circumstances should a Party be permitted to block traffic or terminate the Interconnection Agreement?	7.9 8.5 8.6 (and subsections)	The CMRS Providers propose a mechanism for notice of default and termination that will ensure customers will not be unnecessarily affected as a result of carrier disputes. Blocking of traffic should be allowed only if authorized by the appropriate regulatory agency.
20. What post-termination arrangements should be included in the Interconnection Agreement?	8.2.1	If either party seeks post termination arrangements, the agreement will remain in place, subject to true-up following the conclusion of negotiations.
21. How should the following terms be defined: "Central Office Switch," "Interconnection Point," "InterMTA Traffic," "Interexchange Carrier," "Multifrequency," "Rate Center," "Subject Traffic," "Telecommunications Traffic," "Termination," and "Transport."	1.4 1.13 1.14 1.15 1.18 1.21 1.22 1.24 1.25 1.26	See CMRS Redline.

**CMRS PROVIDERS'
ISSUES MATRIX**

22. What notice and consent requirements should apply prior to assignment of the Interconnection Agreement.	14.7	A Party should be allowed to assign to an affiliate with notice, and to a third party upon written consent, which consent will not be unreasonably withheld.
23. If the parties to an Interconnection Agreement are unable to resolve a dispute, should either party be allowed to raise such dispute before any agency or court of competent jurisdiction?	14.8.4 14.9	Disputes may be resolved before the Commission, the FCC, or a court of competent jurisdiction.
24. Should the CMRS Providers be required to provide "rolling" six months' forecasts of "traffic and volume" requirements?	7.1	Such forecasts are unnecessary.
25. Should the Interconnection Agreement require the Parties to maintain specific insurance not required by law?	7.8	Such insurance requirements are unnecessary.
26. Should a Party be required to insert in its tariffs and/or service contract language that attempts to limit third-party claims for damage arising from service provided under the Interconnection Agreement, and should the Interconnection Agreement itself attempt to limit claims of one Party's customer against the other Party?	10.3 11.3	Such requirements are unnecessary, not commercially reasonable and unenforceable.
27. If the Parties cannot agree upon a replacement for invalidated language, should either Party be allowed to terminate the Interconnection Agreement, or should the stalemate be resolved pursuant to Dispute Resolution?	14.17	Agreement should be modified via the dispute resolution provision, not terminated.
28. Should the CMRS Providers be allowed to expand their networks through management contracts?	4.4	Yes. The Interconnection Agreement should accommodate this standard industry practice.

~~AGREEMENT~~

for

~~FACILITIES-BASED NETWORK INTERCONNECTION~~
~~AGREEMENT FOR TRANSPORT AND~~
~~TERMINATION OF TELECOMMUNICATIONS TRAFFIC~~

CMRS-LEC AGREEMENT

Between

ABC Telephone Company, Inc.

and

CMRS Provider

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APPENDIX C

~~AGREEMENT FOR FACILITIES-BASED NETWORK-INTERCONNECTION~~ **AGREEMENT**
FOR TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC
(CMRS-LEC AGREEMENT)

Pursuant to this ~~CMRS-LEC Agreement for Facilities-Based Network-Interconnection Agreement~~ for Transport and Termination of ~~Telecommunications Traffic~~ **traffic**, ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("~~CMRS Provider~~") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, CMRS Provider is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, LEC is a Local Exchange Carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities **pursuant to Sections 251/252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996** for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEC and CMRS Provider hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this ~~Agreement for Facilities-Based Network-Interconnection Agreement~~ for Transport and Termination of ~~Telecommunications Traffic~~ (CMRS-LEC Agreement), together with all appendices, exhibits, schedules, and other attachments hereto.

1.4 "Central Office Switch" means a switch used by LECs to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.5 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.6 "Commission" means the Kentucky Public Service Commission.

1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.8 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.9 "DS3" is a digital signal rate of 44.736 Mbps.

1.10 "FCC" means the Federal Communications Commission.

1.11 "Information Service" is as defined in the Act.

1.12 "Interconnection" for purposes of this Agreement ~~is~~refers to the direct or indirect linking of the CMRS Provider and LEC networks for the delivery of traffic.

1.13 ~~[LEFT BLANK] "Interconnection Point" or "IP" is a demarcation point on the incumbent network of LEC between networks where the delivery of traffic from one Party to the other Party takes place pursuant to this Agreement~~

1.14 ~~[LEFT BLANK] "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.~~

1.15 "Inter-MTA Traffic" is: (a) traffic, that at the beginning of the call, is originated by a CMRS end user of CMRS Provider in one MTA and is terminated to an end user of LEC in another MTA; or (b) traffic, that at the beginning of the call, is originated by an end user of LEC in one MTA and is terminated to an end user of CMRS Provider in another MTA. ~~Inter-MTA Traffic is subject to LEC originating and terminating Switched Exchange Access Service charges.~~

1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.18 ~~[LEFT BLANK] "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.~~

1.19 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes that may come into common usage in the future.

1.20 "Party" means either LEC or CMRS Provider, and "Parties" means LEC and CMRS Provider.

1.21 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. ~~The Rate Center point must be located within the Rate Center area.~~ The use by a CMRS provider of a Rate Center V & H for mobile CMRS services does not necessarily indicate the location of the CMRS mobile user.

1.22 "Telecommunications Traffic," as defined in 47 C.F.R. § 51.701(b)(2), is traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. The definition and use of the term "Telecommunications Traffic" for purposes of calculating reciprocal compensation that may be due under this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings. ~~"Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area ("MTA"), provided that the end user of CMRS Provider is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.~~

1.23 "Telecommunications" is as defined in the Act.

1.24 "Telecommunications Carrier" is as defined in the Act.

1.25 "Termination" is as defined by FCC Regulations., ~~with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.~~

1.26 "Transport" is as defined by FCC Regulations., ~~with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the transmission and any necessary tandem switching of such telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.~~

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement

unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CMRS Provider's, LEC's or other third party offerings, guides or practices), statute, regulation, or rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, or rule or tariff, to any successor provision).

2.2 [LEFT BLANK] ~~The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement shall prevail. This agreement supersedes any prior agreement between the Parties.~~

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to ~~interconnect the CMRS network of CMRS Provider and the LEC network of LEC for the purposes of delivering certain traffic within the scope of this Agreement specifically including:~~ exchange Telecommunications Traffic and Inter-MTA Traffic.

3.1.1 [LEFT BLANK] ~~CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of CMRS Provider; (b) delivered to the LEC network over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of LEC;~~

3.1.2 [LEFT BLANK] ~~LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of LEC; (b) delivered to CMRS Provider over the facilities comprising the Interconnection established pursuant to this Agreement; and (c) terminated on the CMRS network of CMRS Provider;~~

3.1.3 [LEFT BLANK] ~~Inter-MTA Traffic that is: (a) originated on the network of one Party; (b) delivered to the other Party over the facilities comprising the Interconnection pursuant to this Agreement; and (c) terminated on the network of the other Party.~~

3.2 [LEFT BLANK] ~~This Agreement provides for specific compensation between the Parties for the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement. The specific provisions for compensation for the Transport and Termination of Subject Traffic do not apply to any other types of traffic or in any other geographic area.~~

3.3 [LEFT BLANK] ~~Subject Traffic does not include: (a) Inter-MTA Traffic discussed in Section 5.4; (b) traffic that either Party originates to, or terminates from, an interexchange carrier regardless of the originating and terminating end points of a call; or (c) traffic that LEC originates to, or terminates from, any carrier over facilities and/or service arrangements that the carrier has obtained pursuant to an access service arrangement regardless of the originating and terminating points of a call. All traffic that LEC originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by LEC. There will be no sharing of access charge revenue that LEC bills either interexchange carriers or any other~~

carriers that obtain access services from LEC. There will be no access services provided jointly between the Parties pursuant to this Agreement.

3.4 ~~[LEFT BLANK]~~ This Agreement only applies with respect to the traffic delivered over the facilities comprising the Interconnection arrangement(s) between the Parties. This Agreement only applies to traffic originated by CMRS Provider's CMRS mobile users that are located within the wireless service area of CMRS Provider defined as the set of counties as set forth in Appendix C. The terms of this Agreement including, but not limited to, traffic distribution and the proportions of minutes of use that are Subject Traffic and Inter-MTA Traffic are directly related to and dependent on the specific service area of CMRS Provider.

3.5 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange carrier services by LEC for which LEC has tariff authority to provide and to traffic associated with the provision of two-way CMRS by CMRS Provider. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party. Traffic associated with fixed wireless services of CMRS Provider is specifically excluded from this Agreement. This Agreement does not apply to traffic originated or terminated on third party networks or to any other traffic not specifically identified in this Section 3.0.

3.6 Connecting facilities that may be established pursuant to this ~~This~~ Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection.

4.1.1 Direct Interconnection.

4.1.1.1 Either Party may elect to provision one-way direct interconnection facilities for the delivery of its originated Telecommunications Traffic to the terminating Party's network. In that event, the originating Party will be responsible for 100% of the recurring and non-recurring costs associated with those facilities.

4.1.1.2 At CMRS Provider's request, the Parties will provide two-way direct interconnection facilities between their networks with each Party being responsible for the recurring and non-recurring facility costs based upon each Party's respective proportionate use of the facilities used to deliver traffic originated on that Party's networks. In the absence of actual measured traffic, the traffic factors provided for in Appendix A will be used to determine each Party's proportionate use of the facilities for these purposes.

4.1.1.3 To the extent that the LEC provisions all, or part, of the two-way facilities, the facilities cost will be based on LEC's effective intrastate access tariff for connecting facilities. The CMRS Provider will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

4.1.1.4 To the extent the CMRS Provider provisions all or part of those facilities, the facilities costs will be based on the actual rates charged by or to the CMRS Provider. The LEC will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

~~4.1.1 The Parties agree to interconnect their respective networks within the incumbent LEC service area of LEC at one or more Interconnection Points ("IPs") as established by LEC. Interconnection will be provided through an appropriate LEC tandem switching office. The IP(s) will be set forth in Appendix A. LEC shall make available, to CMRS Provider at the IP(s), trunks over which CMRS Provider can terminate traffic described in Section 3.1 and Appendix A. CMRS Provider shall make available, to LEC at the IP(s), trunks over which LEC can terminate traffic described in Section 3.1 and Appendix A. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a minimum of a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. This Agreement does not apply to, and interconnection pursuant to this Agreement cannot be used for, traffic originated or terminated on third party networks. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.~~

~~4.1.2 Indirect Interconnection. CMRS Provider shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with LEC at the IP(s). In such case, on behalf of CMRS Provider, the third party carrier will connect dedicated facilities with LEC at the IP(s). CMRS Provider shall be responsible for the payment to any third party carrier for any charges associated with the facilities. **All Telecommunications Traffic not exchanged via direct interconnection as set forth in Section 4.1.1, shall be exchanged indirectly through one or more third party networks. Traffic exchanged indirectly will be subject to the compensation stated in Appendix B.**~~

4.1.2.1 Each Party shall be responsible for (a) all transit charges, if any, generated by calls originated on its network, and (b) all costs of the facilities linking its own switch(es) to the third party transiting tandem.

~~4.2 **Dialing Parity RLEC will ensure that its customers can make calls to CMRS Providers' customers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.** Service Arrangement. This Agreement provides for the following interconnection arrangement between the Parties for the purpose of delivery by one Party of specific traffic for Transport and Termination on the other Party's network.~~

~~4.2.1 The service arrangement involves trunk side connection to appropriate LEC tandem switching offices. Under this arrangement, the interconnection facility acts like an interoffice trunk. The trunk service arrangement can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and the trunk service arrangement cannot be used for traffic originated or terminated on third party networks.~~

~~4.2.1.1 For traffic terminating on LEC, the trunk service arrangement may be used by CMRS Provider to deliver traffic for termination to valid NXX codes associated with LEC end offices that subtend the specific tandem office to which the Type 2A interconnection is made.~~

~~4.2.1.2 Based on the specific LEC local service area of the originating LEC end user, the trunk service arrangement may be used by LEC to deliver traffic only to~~

designated NPA-NXXs of CMRS Provider for which the associated rate center (as determined by V&H coordinates) is within the specific LEC local service area of the originating LEC end user. LEC local service areas are set forth in LEC's intrastate local service tariff.

~~4.2.1.3 The delivery of traffic pursuant to Subsections 4.2.1.1 and 4.2.1.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.~~

~~4.2.1.4 The delivery of traffic pursuant to Section 4.2.1.2 and the designation of rate center V & H coordinates by CMRS Provider for NPA-NXX numbers assigned to CMRS Provider's mobile CMRS customers does not necessarily affect or determine the services offered by LEC or CMRS Provider, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. Any end user service or traffic delivery application by either Party based on designation of rate center V & H coordinates for the NPA-NXX numbers assigned by CMRS Provider to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.~~

4.3 Signaling.

4.3.1 When direct interconnection trunks are established, SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for originating carrier identification, local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, originating Carrier Identification Code, Automatic Number Identification ("ANI"), Initial Address Message ("IAM"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, and the Jurisdictional Indicator Parameter ("JIP") containing a Local Exchange Routing Guide ("LERG") assigned NPA-NXX identifying the originating switch of calls originating from Local Number Portability capable switches, etc. All parameters related to network signaling information will also be provided, such as CMRS Provider Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. CMRS Provider must interconnect, directly or indirectly, with the LEC's Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. CMRS Provider may choose a third-party SS7 signaling provider to transport signaling messages to and from LEC's SS7 network. In that event, the third-party provider must present a letter of agency to LEC authorizing the third party to act on behalf of CMRS PROVIDER in transporting SS7 messages to and from LEC. The third-party provider for CMRS PROVIDER must interconnect with the LEC STP(s) serving the geographic area in which the traffic exchange trunk groups are located's **SS7 network**. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

4.3.2 For indirect interconnection, each party will populate all SS7 message fields in accordance with industry standards.

4.3.3 Neither Party shall assess SS7 message charges or tariffed SS7 charges on the other Party.

4.4 Management Contracts. Nothing in this Agreement shall prohibit CMRS

Provider from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under CMRS Provider's license. Telecommunications traversing on such extended networks shall be subject to the terms and conditions of this Agreement. Telecommunications traversing such extended networks shall be deemed to be and treated under this Agreement as "CMRS Provider's Telecommunications" when it originates on such extended network and terminates on LEC's network, and as "LEC's Telecommunications" when it originates upon LEC's network and terminates upon such extended network.

5.0 COMPENSATION ARRANGEMENTS

5.1 Subject Telecommunications Traffic. Each Party shall pay the other Party for Transport and Termination of Subject Telecommunications Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A. The Parties agree that LEC will not provide any compensation to CMRS Provider for traffic associated with one-way CMRS, including paging services, provided by CMRS Provider.

5.2 ~~[LEFT BLANK] Rate Structure. An IP(s) will be established between the Parties' networks as specified in Appendix A for the delivery of traffic described in Section 3.1. CMRS Provider must obtain special access from LEC subject to the rates, terms and conditions contained in LEC's intrastate access tariff for the purpose of connection between the IP(s) and LEC's applicable tandem office. These connecting facilities are set forth in Appendix A. LEC will charge special access from the applicable LEC intrastate access tariff for the tandem connecting facilities. Special access charges for the connecting facilities will be reduced, as specified in Appendix B, to reflect the proportionate share of the total usage of the facilities that is related to Subject Traffic originated by LEC. For any specific IP, a single, combined, per-minute rate, as specified in Appendix B, will apply which encompasses total compensation for Transport, call Termination and any other facilities utilized to terminate Subject Traffic on the other Party's respective network.~~

5.3 ~~[LEFT BLANK] Non-Recurring Charges. CMRS Provider agrees to the non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities.~~

5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Subject Telecommunications Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. CMRS Provider, To the extent interMTA traffic is originated on either Party's network and is delivered pursuant to the terms of this Agreement to the other Party for termination, the Party on whose network the interMTA traffic originated will provide compensation to LEC for originating and terminating Inter-MTA Traffic according to the terms and conditions of LEC's applicable federal and state access tariffs. Even though there may be some land-to-mobile Inter-MTA Traffic, the Parties will presume, for purposes of this Agreement, that there will be no land-to-mobile Inter-MTA Traffic exchanged between the Parties over the connecting facilities established pursuant to this Agreement. the terminating Party at the applicable rates set forth in Appendix B.2.

5.4.1 LEC and CMRS Provider and LEC will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by CMRS Provider over the connecting facilities Telecommunications Traffic exchanged pursuant to this Agreement as defined in Section 3.4. These percentage usage factors will apply to total traffic exchanged over the connecting facilities. The Parties will work together to

develop an auditable report which shows, for traffic originated or terminated by CMRS Provider and exchanged by the Parties ~~over the connecting facilities~~ pursuant to this Agreement, the ratio of inter-MTA Traffic to ~~Subject~~**Telecommunications** Traffic for representative periods of time. The Parties agree that the original usage factors set forth in Sections 3 and 4 of Appendix A will be used for a minimum of 12 months. If an auditable report can be developed to identify and measure inter-MTA Traffic and the Parties mutually agree to new traffic percentages based on the prior 12-month period, the percentages specified in Sections 3 and 4 of Appendix A will be amended and applied to prospective periods. In the event of a dispute regarding the adjustment to the intra-MTA factors, the dispute will be resolved pursuant to the provisions of Section 14.9.

5.4.2 The Parties recognize that the Inter-MTA traffic (~~defined in Section 3.1.3~~) may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, the Parties will develop mutually acceptable Interstate and Intrastate factors. The percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either ~~Subject~~**Telecommunications** Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for CMRS Provider the location of the cellular service antenna serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer. **Billing for Inter-MTA Traffic delivered pursuant to this Agreement shall be based upon the inter-MTA factor listed in Appendix A. Each party shall bill the other for Inter-MTA traffic, applying LEC's interstate and intrastate access rates in the ratio listed in Appendix A.**

5.5 ~~The Parties intend to utilize actual terminating measurement of usage for purposes of billing pursuant to this Agreement. The terminating usage will be measured by the terminating carrier. However, in the event that either Party may not be capable of measuring traffic, then the following provisions shall apply: The relative directionality of traffic with respect to the connecting facilities is set forth in Section 2 of Appendix A. The Parties agree to use the default percentages set forth in Section 2 of Appendix A for the application of charges pursuant to this Agreement. In any event, the Parties agree that the portion of traffic that is land-to-mobile will not exceed 50 percent.~~ **Either party may measure or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Telecommunications Traffic between the parties. Industry standard records shall be used by LEC for billing purposes until such time that LEC switching equipment can be verified as capable of accurately measuring CMRS Provider originated Telecommunications Traffic including but not limited to identifying and removing any mobile to land usage terminated to LEC that is associated with calls from pooled and ported numbers that are not assigned to CMRS Provider or for which LEC is directly compensated by the party that delivers such traffic. The Parties agree that a CMRS Provider that does not measure traffic terminated on its network pursuant to this Section will calculate its bill to be rendered to the other Party based on the distribution traffic factors as provided in Appendix A. To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of**

the audited Party during normal business hours.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 ~~[LEFT BLANK] Thirty (30) days after the Effective Date of each quarter during the term of this Agreement, CMRS Provider shall provide LEC with a rolling six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement and in the form and such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."~~

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.

7.7 Each Party is responsible for administering NXX codes assigned to it.

7.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law ~~(e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage.~~ Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance ~~(which may be provided through a program of self-insurance).~~

7.9 ~~[LEFT BLANK]The physical connection of facilities, delivery of traffic, and/or termination of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.~~

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective on January 1, 2007 and shall terminate on December 31, 2008 (the "Initial Term"). When the Agreement becomes effective, the provisions contained in Section 2.0 of this Agreement shall apply with respect to the interpretation and construction of this Agreement and its ongoing relation to other references, including subsequent tariffs.

8.2 After the Initial Term, this Agreement shall then automatically renew on a year-to-year basis. Upon expiration of the initial term or any subsequent term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination of the then-existing term.

8.2.1 Post-Termination Arrangements. ~~For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption.~~ **Upon the termination or expiration of this Agreement pursuant to Section 8.2 above, and upon the written request of either Party, this Agreement shall remain in full force and effect** until a replacement agreement has been executed by the Parties either (a) under an agreement voluntarily executed by the Parties; (b) under a new agreement arrived at pursuant to the provisions of the Act; or (c) under an agreement available **to and requested by CMRS Provider** according to the provisions of Section 252(i) of the Act, ~~but in no case will the existing service arrangements continue for longer than 12 months following the date on which notice of termination is provided by either Party to the other Party;~~ **provided however that there will be a true-up from the date of termination or expiration to the date of the effective date of the new agreement in the event there is a change in rates or factors.**

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For LEC, authority involves the provision

of local exchange or exchange access services. For CMRS Provider, authority involves the provision of CMRS services under license from the Federal Communications Commission.

8.5 [LEFT BLANK] ~~The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than ten (10) days' written notice to the other Party for failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.~~

8.6 Default

8.6.1 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. **Such default notice shall be posted by overnight mail, return receipt requested.**

8.6.2 **If the defaulting Party disputes the aggrieved Party's default notice, the Parties may, by mutual agreement, resolve the disagreement pursuant to the processes set forth in Section 14.9 ("Dispute Resolution"). Notwithstanding the foregoing, the aggrieved Party retains the right to, without delay and without participating in the dispute resolution process pursuant to Section 14.9, immediately pursue any available legal or regulatory remedy to resolve any question regarding the alleged default or the aggrieved Party's announced termination of the Agreement.**

8.6.3 Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

(c) ~~Default as may be defined elsewhere in this Agreement.~~ **A Party's failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.**

8.6.4 **In any event, no Party shall block the other's traffic without an express order from an appropriate government agency authoring such blocking.**

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of

action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, ~~or any applicable Tariff(s)~~, regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole responsibility to defend any such action with counsel reasonably acceptable to the indemnified Party, provided that the indemnified Party may engage separate legal counsel at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.3 ~~[LEFT BLANK] In addition to its indemnity obligations under Section 10.1 and 10.2, each Party shall provide, in its Tariffs or customer contracts that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any consequential damages (as defined in Subsection 11.2 below).~~

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing any services, arrangements or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the affected facility or service for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for punitive, exemplary, indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

~~11.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.~~

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 LEC is a corporation [insert entity type] duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CMRS Provider is a **[insert entity type]**, duly organized, validly existing and in good standing under the laws of the **[insert state of organization]** and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the

Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly

available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.4.3 Upon termination of this Agreement, the Parties shall: (i) destroy all Proprietary Information of the other party that remains in its possession; and (ii) certify the completion of such activity in writing to the other Party, within thirty (30) calendar days.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

14.6 Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

14.7 Assignability

Either Party may, assign this Agreement upon prior written notice to an entity with which it is under common ownership and/or control. Either Party may assign this Agreement to a third party upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which consent shall not be unreasonably withheld, ~~assign this Agreement to an entity with which it is under common ownership and/or control. For purposes of this Subsection 14.7, it shall be deemed "reasonable" for the non-assigning party to withhold consent to a proposed assignment if the proposed assignee does not provide the non-assigning party with sufficient evidence that it has the resources, ability, and authority to satisfactorily perform pursuant to the terms of this Agreement. Any attempted assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement by the party attempting such assignment or delegation. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.~~

14.8 Billing and Payment; Disputed Amounts

14.8.1 ~~LEC~~The Parties shall invoice CMRS Provider one another on a monthly basis. CMRS Provider The billed Party shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on traffic measurements or traffic factors contained in Appendix applied to the terminating minutes of use over the interconnection facilities as measured by LEC as provided in Section 5. If traffic factors are used, LEC shall issue net bills upon CMRS Provider's request.

14.8.2 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, then either Party may file a complaint with the Commission, or any other court or agency of competent jurisdiction, to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or the Federal Communications Commission, or any agency or judicial body of competent jurisdiction or, upon mutual agreement, the Parties may submit their dispute to binding arbitration, pursuant to the then-effective rules of the American Arbitration Association.

14.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, or (ii) delivered by express delivery service to the following addresses of the Parties:

For LEC:

ATTN:

With a copy to:

John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, Kentucky 40202

For CMRS Provider:

ATTN:

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, or (ii) the next business day when notice is sent via express delivery.

14.11 Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, or Schedules, ~~or tariffs~~ which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition,

provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.17 Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party. proceed pursuant to the Dispute Resolution provisions of 14.9.

14.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

DESIGNATION OF INTERCONNECTION POINT(S)
AND TRAFFIC DISTRIBUTION
CMRS-LEC AGREEMENT

This Appendix specifies the Interconnection Points ("IPs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between CMRS Provider ("CMRS Provider") and ABC Telephone Company, Inc. ("LEC") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each IP as follows:

I. Service Arrangement and Interconnection Point(s) Interconnection

IP #1 For the exchange of LEC-CMRS two-way traffic between the Parties' networks within the Louisville, Kentucky MTA pursuant to this Agreement, the Parties agree to connect _____ at a junction point located at V and H coordinates: V- yyyy; H- zzzz.

1. [LEFT BLANK]

2. For the total amount of two-way traffic delivered by exchanged between the Parties over the connecting facilities, the Parties agree to the following distribution of traffic on a default basis only if LEC does not provide specific traffic measurement factors:

- % Mobile-to-Land traffic terminating on LEC's network = 100% = xx% [company-specific]
- % Land-to-Mobile traffic terminating on CMRS Provider's network = 0% = xx% [company-specific]

3. For the total traffic terminating on LEC's network, the Parties agree to the following distribution of traffic:

- % Subject Telecommunications Traffic = 95% = xx% [company-specific]
- % Intrastate Inter-MTA Traffic = 5% = xx% [company-specific]
- % Interstate Inter-MTA Traffic = 0% = xx% [company-specific]

4. For the total traffic terminating on CMRS Provider's network, the Parties agree to the following distribution of traffic:

- % Subject Telecommunications Traffic = 100% = xx% [company-specific]
- % Intrastate Inter-MTA Traffic = 0% = xx% [company-specific]
- % Interstate Inter-MTA Traffic = 0% = xx% [company-specific]

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Pursuant to the ~~Agreement for Facilities-Based Network-Interconnection~~ Agreement
for Transport and Termination of Telecommunications Traffic
CMRS-LEC AGREEMENT

This Appendix specifies the rates for the Transport and Termination of traffic delivered by one Party to the network of the other Party pursuant to the ~~Agreement for Facilities-Based Network Interconnection for~~ Agreement Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("CMRS Provider") as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Telecommunications Traffic: \$0.xxxx / MOU [company-specific]

~~Subject Traffic originated by CMRS Provider and delivered to LEC over trunks established at IP #1 : rate per terminating minute of use for all end offices of LEC through its _____ tandem switch \$ 0.015/MOU~~

~~Subject Traffic for which Transport and Termination charges apply originated by LEC and delivered to CMRS Provider over trunks established at IP #1: rate per terminating minute of use \$0.015/MOU~~

2. Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:

Current LEC access tariffs in the proper jurisdiction apply.

3. Special Access Connecting Facilities:

LEC will charge CMRS Provider special access monthly recurring rates pursuant to LEC's effective intrastate access tariff for the ~~connecting facilities between IP#1 as set forth in Appendix A and LEC's _____ tandem office.~~

LEC will charge CMRS Provider special access non-recurring rates pursuant to LEC's effective intrastate access tariff for any new connecting facilities.

LEC will credit CMRS Provider ~~0% of the charges specified in this section for its portion of special access transport. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.~~ as provided in this Agreement.

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Designation of CMRS Provider's CMRS Service Area

CMRS Provider's Service Area by Counties in the Commonwealth of Kentucky:

To be added

Approved and executed this _____ day of _____, 2006.

CMRS Provider _____ ABC Telephone Company, Inc.

By: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Title: _____

INTERCONNECTION AGREEMENT FOR TRANSPORT
AND
TERMINATION OF TRAFFIC
CMRS-LEC AGREEMENT

Between

ABC Telephone Company, Inc.

and

CMRS Provider

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APPENDIX A

APPENDIX B

INTERCONNECTION AGREEMENT
FOR TRANSPORT AND TERMINATION OF TRAFFIC
(CMRS-LEC AGREEMENT)

Pursuant to this CMRS-LEC Interconnection Agreement for Transport and Termination of traffic, ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("CMRS Provider") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, CMRS Provider is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, LEC is a Local Exchange Carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities pursuant to Sections 251/252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEC and CMRS Provider hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this Interconnection Agreement for Transport and Termination of Traffic (CMRS-LEC Agreement), together with all appendices, exhibits, schedules, and other attachments hereto.

1.4 "Central Office Switch" means a switch used by LECs to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem

Office Switch.

1.5 “Commercial Mobile Radio Service” or “CMRS” means Commercial Mobile Radio Service as defined in Part 20 of the FCC’s Rules.

1.6 “Commission” means the Kentucky Public Service Commission.

1.7 “Common Channel Interoffice Signaling” or “CCIS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven (“SS7”).

1.8 “DS1” is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.9 “DS3” is a digital signal rate of 44.736 Mbps.

1.10 “FCC” means the Federal Communications Commission.

1.11 “Information Service” is as defined in the Act.

1.12 “Interconnection” for purposes of this Agreement refers to the direct or indirect linking of the CMRS Provider and LEC networks for the delivery of traffic.

1.13 [LEFT BLANK]

1.14 [LEFT BLANK]

1.15 “Inter-MTA Traffic” is: (a) traffic, that at the beginning of the call, is originated by a CMRS end user of CMRS Provider in one MTA and is terminated to an end user of LEC in another MTA; or (b) traffic, that at the beginning of the call, is originated by an end user of LEC in one MTA and is terminated to an end user of CMRS Provider in another MTA.

1.16 “Local Exchange Carrier” or “LEC” is as defined in the Act.

1.17 “Major Trading Area” or “MTA” means Major Trading Area as defined in Section 24.202(a) of the FCC’s rules.

1.18 [LEFT BLANK]

1.19 “NXX” means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes that may come into common usage in the future.

1.20 “Party” means either LEC or CMRS Provider, and “Parties” means LEC and CMRS Provider.

1.21 “Rate Center” means the specific geographic point (“Vertical and Horizontal” or “V & H” coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The “rate center point” is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user

traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The use by a CMRS provider of a Rate Center V & H for mobile CMRS services does not necessarily indicate the location of the CMRS mobile user.

1.22 "Telecommunications Traffic," as defined in 47 C.F.R. § 51.701(b)(2), is traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. The definition and use of the term "Telecommunications Traffic" for purposes of calculating reciprocal compensation that may be due under this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.23 "Telecommunications" is as defined in the Act.

1.24 "Telecommunications Carrier" is as defined in the Act.

1.25 "Termination" is as defined by FCC Regulations.

1.26 "Transport" is as defined by FCC Regulations.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CMRS Provider's, LEC's or other third party offerings, guides or practices), statute, regulation, or rule is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule as amended and supplemented from time to time (and, in the case of a statute, regulation, or rule, to any successor provision).

2.2 [LEFT BLANK]

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to exchange Telecommunications Traffic and Inter-MTA Traffic.

3.1.1 [LEFT BLANK]

3.1.2 [LEFT BLANK]

3.1.3 [LEFT BLANK]

3.2 [LEFT BLANK]

3.3 [LEFT BLANK]

3.4 [LEFT BLANK]

3.5 Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party.

3.6 This Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection.

4.1.1 Direct Interconnection.

4.1.1.1 Either Party may elect to provision one-way direct interconnection facilities for the delivery of its originated Telecommunications Traffic to the terminating Party's network. In that event, the originating Party will be responsible for 100% of the recurring and non-recurring costs associated with those facilities.

4.1.1.2 At CMRS Provider's request, the Parties will provide two-way direct interconnection facilities between their networks with each Party being responsible for the recurring and non-recurring facility costs based upon each Party's respective proportionate use of the facilities used to deliver traffic originated on that Party's networks. In the absence of actual measured traffic, the traffic factors provided for in Appendix A will be used to determine each Party's proportionate use of the facilities for these purposes.

4.1.1.3 To the extent that the LEC provisions all, or part, of the two-way facilities, the facilities cost will be based on LEC's effective intrastate access tariff for connecting facilities. The CMRS Provider will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

4.1.1.4 To the extent the CMRS Provider provisions all or part of those facilities, the facilities costs will be based on the actual rates charged by or to the CMRS Provider. The LEC will be responsible only for its proportionate share of those costs as set forth in 4.1.1.2 above.

4.1.2 Indirect Interconnection. All Telecommunications Traffic not exchanged via direct interconnection as set forth in Section 4.1.1, shall be exchanged indirectly through one or more third party networks. Traffic exchanged indirectly will be subject to the compensation stated in Appendix B. Each Party shall be responsible for (a) all transit charges, if any, generated by calls originated on its network, and (b) all costs of the facilities linking its own switch(es) to the third party transiting tandem.

4.2 Dialing Parity. RLEC will ensure that its customers can make calls to CMRS Providers' customers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.

4.3 Signaling.

4.3.1 When direct interconnection trunks are established, SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for originating carrier identification, local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. Each Party will honor all Privacy Indicators as required under applicable law. CMRS Provider must interconnect, directly or indirectly, with the LEC's Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. CMRS Provider may choose a third-party SS7 signaling provider to transport signaling messages to and from LEC's SS7 network. Where SS7 signaling is not available, in-band signaling shall be used in accordance with industry standards.

4.3.2 For indirect interconnection, each party will populate all SS7 message fields in accordance with industry standards.

4.3.3 Neither Party shall assess SS7 message charges or tariffed SS7 charges on the other Party.

4.4 Management Contracts. Nothing in this Agreement shall prohibit CMRS Provider from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under CMRS Provider's license. Telecommunications traversing on such extended networks shall be subject to the terms and conditions of this Agreement. Telecommunications traversing such extended networks shall be deemed to be and treated under this Agreement as "CMRS Provider's Telecommunications" when it originates on such extended network and terminates on LEC's network, and as "LEC's Telecommunications" when it originates upon LEC's network and terminates upon such extended network.

5.0 COMPENSATION ARRANGEMENTS

5.1 Telecommunications Traffic. Each Party shall pay the other Party for Transport and Termination of Telecommunications Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A. The Parties agree that LEC will not provide any compensation to CMRS Provider for traffic associated with one-way CMRS, including paging services, provided by CMRS Provider.

5.2 [LEFT BLANK]

5.3 [LEFT BLANK]

5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Telecommunications Traffic are not applicable to Inter-MTA Traffic. To the extent interMTA traffic is originated on either Party's network and is delivered pursuant to the terms of this Agreement to the other Party for termination, the Party on whose network the interMTA traffic originated will provide compensation to the terminating Party at the applicable rates set forth in Appendix B.2.

5.4.1 LEC and CMRS Provider will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Telecommunications Traffic exchanged pursuant to this Agreement. These percentage usage factors will apply to total traffic exchanged. The Parties will work together to develop an auditable report which shows, for traffic originated or terminated by CMRS Provider and exchanged by the Parties pursuant to this Agreement, the ratio of inter-MTA Traffic to Telecommunications Traffic for representative periods of time. The Parties agree that the original usage factors set forth in Sections 3 and 4 of Appendix A will be used for a minimum of 12 months. If an auditable report can be developed to identify and measure inter-MTA Traffic and the Parties mutually agree to new traffic percentages based on the prior 12-month period, the percentages specified in Sections 3 and 4 of Appendix A will be amended and applied to prospective periods. In the event of a dispute regarding the adjustment to the intra-MTA factors, the dispute will be resolved pursuant to the provisions of Section 14.9.

5.4.2 The Parties recognize that the Inter-MTA traffic may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, the Parties will develop mutually acceptable Interstate and Intrastate factors. The percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either Telecommunications Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for CMRS Provider the location of the cellular service antenna serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer. Billing for Inter-MTA Traffic delivered pursuant to this Agreement shall be based upon the inter-MTA factor listed in Appendix A. Each party shall bill the other for Inter-MTA traffic, applying LEC's interstate and intrastate access rates in the ratio listed in Appendix A.

5.5 Either party may measure or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Telecommunications Traffic between the parties. Industry standard records shall be used by LEC for billing purposes until such time that LEC switching equipment can be verified as capable of accurately measuring CMRS Provider originated Telecommunications Traffic including but not limited to identifying and removing any mobile to land usage terminated to LEC that is associated with calls from pooled and ported numbers that are not assigned to CMRS Provider or for which LEC is directly compensated by the party that delivers such traffic. The Parties agree that a CMRS Provider that does not measure traffic terminated on its network pursuant to this Section will calculate its bill to be rendered to the other Party based on the distribution traffic factors as provided in Appendix A. To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-

operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 [LEFT BLANK]

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.

7.7 Each Party is responsible for administering NXX codes assigned to it.

7.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law.

7.9 [LEFT BLANK]

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective on January 1, 2007 and shall terminate on December 31, 2008 (the "Initial Term"). When the Agreement becomes effective, the provisions contained in Section 2.0 of this Agreement shall apply with respect to the interpretation and construction of this Agreement and its ongoing relation to other references.

8.2 After the Initial Term, this Agreement shall then automatically renew on a year-to-year basis. Upon expiration of the initial term or any subsequent term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination of the then-existing term.

8.2.1 Post-Termination Arrangements. Upon the termination or expiration of this Agreement pursuant to Section 8.2 above, and upon the written request of either Party, this Agreement shall remain in full force and effect until a replacement agreement has been executed by the Parties either (a) under an agreement voluntarily executed by the Parties; (b) under a new agreement arrived at pursuant to the provisions of the Act; or (c) under an agreement available to and requested by CMRS Provider according to the provisions of Section 252(i) of the Act; provided however that there will be a true-up from the date of termination or expiration to the date of the effective date of the new agreement in the event there is a change in rates or factors.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For LEC, authority involves the provision of local exchange or exchange access services. For CMRS Provider, authority involves the provision of CMRS services under license from the Federal Communications Commission.

8.5 [LEFT BLANK]

8.6 Default

8.6.1 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Such default notice shall be posted by overnight mail, return receipt requested.

8.6.2 If the defaulting Party disputes the aggrieved Party's default notice, the Parties may, by mutual agreement, resolve the disagreement pursuant to the processes set forth in Section 14.9 ("Dispute Resolution"). Notwithstanding the foregoing, the aggrieved Party retains the right to, without delay and without participating in the dispute resolution process pursuant to Section 14.9, immediately pursue any available legal or regulatory remedy to resolve any question regarding the alleged default or the aggrieved Party's announced termination of the Agreement.

8.6.3 Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

(c) A Party's failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6.4 In any event, no Party shall block the other's traffic without an express order from an appropriate government agency authoring such blocking.

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any contract referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, , regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole responsibility to defend any such action with counsel reasonably acceptable to the indemnified Party, provided that the indemnified Party may engage separate legal counsel at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.3 [LEFT BLANK]

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing any services, arrangements or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the affected facility or service for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for punitive, exemplary, indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF

MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 LEC is a **[insert entity type]** duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CMRS Provider is a **[insert entity type]**, duly organized, validly existing and in good standing under the laws of the **[insert state of organization]** and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications,

drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.4.3 Upon termination of this Agreement, the Parties shall: (i) destroy all Proprietary Information of the other party that remains in its possession; and (ii) certify the completion of such activity in writing to the other Party, within thirty (30) calendar days.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

14.6 Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

14.7 Assignability

Either Party may assign this Agreement upon prior written notice to an entity with which it is under common ownership and/or control. Either Party may assign this Agreement to a third party upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which consent shall not be unreasonably withheld.

14.8 Billing and Payment; Disputed Amounts

14.8.1 The Parties shall invoice one another on a monthly basis. The billed Party shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on traffic measurements or traffic factors as provided in Section 5. If traffic factors are used, LEC shall issue net bills upon CMRS Provider's request.

14.8.2 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, then either Party may file a complaint with the Commission, or any other court or agency of competent jurisdiction, to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or the Federal Communications Commission, or any agency or judicial body of competent jurisdiction or, upon mutual agreement, the Parties may submit their dispute to binding arbitration, pursuant to the then-effective rules of the American Arbitration Association.

14.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, or (ii) delivered by express delivery service to the following addresses of the Parties:

For LEC: ATTN:
 With a copy to: John E. Selent, Esq.
 Dinsmore & Shohl LLP
 1400 PNC Plaza
 500 West Jefferson St.
 Louisville, Kentucky 40202

For CMRS Provider: ATTN:

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, or (ii) the next business day when notice is sent via express delivery.

14.11 Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or

expiration of this Agreement.

14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, or Schedules which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.17 Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may proceed pursuant to the Dispute Resolution provisions of 14.9.

14.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

TRAFFIC DISTRIBUTION
CMRS-LEC AGREEMENT

1. [LEFT BLANK]

2. For the total amount of two-way traffic exchanged between the Parties the Parties agree to the following distribution of traffic factors:

- % Mobile-to-Land traffic terminating on LEC's network = xx% [company-specific]
- % Land-to-Mobile traffic terminating on CMRS Provider's network
- = xx% [company-specific]

3. For the total traffic terminating on LEC's network, the Parties agree to the following distribution of traffic:

- % Telecommunications Traffic = xx % [company-specific]
- % Intrastate Inter-MTA Traffic = xx % [company-specific]
- % Interstate Inter-MTA Traffic = xx % [company-specific]

4. For the total traffic terminating on CMRS Provider's network, the Parties agree to the following distribution of traffic:

- % Telecommunications Traffic = xx % [company-specific]
- % Intrastate Inter-MTA Traffic = xx % [company-specific]
- % Interstate Inter-MTA Traffic = xx % [company-specific]

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

This Appendix specifies the rates for the Transport and Termination of traffic delivered by one Party to the network of the other Party pursuant to the Interconnection Agreement Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between ABC Telephone Company, Inc. ("LEC") and CMRS Provider ("CMRS Provider") as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Telecommunications Traffic: \$0.xxxx / MOU [company-specific]

2. Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:

Current LEC access tariffs in the proper jurisdiction apply.

3. Special Access Connecting Facilities:

LEC will charge CMRS Provider special access monthly recurring rates pursuant to LEC's effective intrastate access tariff for connecting facilities.

LEC will charge CMRS Provider special access non-recurring rates pursuant to LEC's effective intrastate access tariff for any new connecting facilities.

LEC will credit CMRS Provider for its portion of special access transport as provided in this Agreement.

Approved and executed this _____ day of _____, 2006.

CMRS Provider

ABC Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

CERTIFICATE OF SERVICE

(Docket No. 2006-00215)

I hereby certify that a true and correct copy of the CMRS Providers' Consolidated Response to Arbitration Petitions was served upon the following persons by electronic and U.S. mail this _____ day of July, 2006.
