

Dinsmore & Shohl LLP
ATTORNEYS

Holly C. Wallace
502-540-2309
holly.wallace@dinslaw.com

RECEIVED

JUN 21 2006

PUBLIC SERVICE
COMMISSION

June 21, 2006

Via Hand Delivery

Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

Re: *In the Matter of: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with ComScape Telecommunications, Inc., Case No. 2006- 00223*


Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of Ballard Rural Telephone Cooperative Corporation, Inc.'s Response to ComScape's June 15, 2006 Letter.

Thank you, and if you have any questions, please call me.

Sincerely,

DINSMORE & SHOHL LLP


Holly C. Wallace

HCW/rk
Enclosures

cc: Steven E. Watkins (w/encl.)
John E. Selent, Esq. (w/o encl.)
Edward T. Depp, Esq. (w/o encl.)

110425v3
35369-2

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202
502.540.2300 502.585.2207 fax www.dinslaw.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone Cooperative)
Corporation, Inc. for Arbitration of Certain)
Terms and Conditions of Proposed Interconnection)
Agreement with ComScape Telecommunications,)
Inc., Pursuant to the Communications Act of) Case No. 2006-00223
1934, as Amended by the Telecommunications)
Act of 1996)

RESPONSE TO COMSCAPE'S JUNE 15, 2006 LETTER

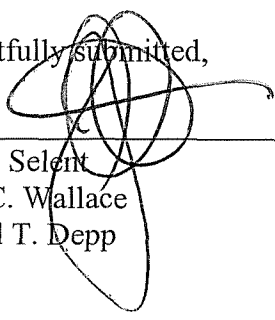
Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural"), by counsel, hereby responds to ComScape's June 15, 2006 letter. On May 31, 2006, after attempting to negotiate an interconnection agreement with ComScape Communications, Inc. ("ComScape") for over four months, Ballard Rural filed a petition for arbitration in the above-referenced case. After having ignored Ballard Rural for four months, ComScape finally responded by letter dated June 15, 2006, stating that it is not active in Kentucky and that it does not wish to be a party "to any arbitration leading to an interconnection agreement with Ballard Rural Telephone Cooperative Corporation, Inc. at this time."

ComScape is a signatory to the statewide CMRS agreement executed in Case No. 2003-00045 providing for the delivery and termination of traffic from CMRS providers such as ComScape to rural independent local exchange carriers ("Rural LECs") such as Ballard Rural. ComScape's participation in this agreement indicates that ComScape terminates traffic to the Rural LECs, or at least did at the time the statewide agreement was executed. Thus, Ballard Rural suspects that ComScape continues to terminate traffic to Ballard Rural. If ComScape had not been terminating

local traffic to the Rural LECs, it would not have needed to be a signatory to the statewide CMRS agreement. This voluntary BellSouth arrangement terminates at the end of 2006. Therefore, if ComScape intends to terminate traffic subject to the terms of local interconnection to Ballard Rural after December 31, 2006, then ComScape must execute an interconnection agreement with Ballard Rural.

Nonetheless, Ballard Rural would be willing to withdraw its Petition for Arbitration only if ComScape is willing to warrant unequivocally that it will not terminate any traffic to Ballard Rural that would be subject to the terms of interconnection under Section 251(b)(5) of the Act. As such, ComScape must state in a sworn affidavit to be filed with the Commission and Ballard Rural that (a) ComScape will arrange for interexchange carriers to terminate all of ComScape's traffic with respect to Ballard Rural; (b) all traffic of ComScape that may terminate to Ballard Rural will be terminated by interexchange carriers; (c) ComScape agrees that Ballard Rural's relationship for the termination of this traffic is solely with the interexchange carrier that obtains terminating switched access services from Ballard Rural; and (d) ComScape agrees that all of such traffic will be subject to the terms of switched access with the interexchange carrier and that none of this traffic will be subject to the requirements of Section 251(b)(5) of the Act. Moreover, ComScape must also warrant that it will not deliver, or attempt to deliver, any traffic to Ballard Rural via BellSouth's tandem(s) or any other tandem provider unless both ComScape and any tandem provider have put in place with Ballard Rural proper agreements, acceptable to Ballard Rural, that would cover any such voluntary arrangements.

Respectfully submitted,



John E. Selent
Holly C. Wallace
Edward T. Depp

DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202
(502) 540-2300
(502) 585-2207
**COUNSEL TO BALLARD RURAL
TELEPHONE COOPERATIVE
CORPORATION, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by Federal Express on this 21st day of June, 2006, to the following individual(s):

Bhugin M. Modi
ComScape Telecommunications, Inc.
1926 10th Avenue North
Suite 305
West Palm Beach, FL 33461



**COUNSEL TO BALLARD RURAL
TELEPHONE COOPERATIVE
CORPORATION, INC.**

111237v1
35369/2