Dinsmore & Shohl

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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 Duo County Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with ComScape Telecommunications, Inc., Case No. 2006-00225

Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of Duo County 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 C. Wallace Holl

HCW/rk

Enclosures

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

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Louisville

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

Petition of Duo County 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 1934, as Amended by the Telecommunications) Act of 1996)

Case No. 2006-00225

RESPONSE TO COMSCAPE'S JUNE 15, 2006 LETTER

Duo County Telephone Cooperative Corporation, Inc. ("Duo County"), 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, Duo County filed a petition for arbitration in the above-referenced case. After having ignored Duo County 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 Duo County 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 Duo County. 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, Duo County suspects that ComScape continues to terminate traffic to Duo County. 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. Duo County receives approximately 60,000 minutes per month via BellSouth that it cannot identify because it does not receive call detail records from BellSouth. Given Duo County receives call detail records for other CMRS carries such as Verizon and Cingular, Duo County suspects that the 60,000 minutes of traffic are originated in part by ComScape's end users. The voluntary BellSouth arrangement terminates at the end of 2006. Therefore, if ComScape intends to terminate traffic subject to the terms of local interconnection to Duo County after December 31, 2006, then ComScape must execute an interconnection agreement with Duo County.

Nonetheless, Duo County 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 Duo County 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 Duo County that (a) ComScape will arrange for interexchange carriers to terminate all of ComScape's traffic with respect to Duo County; (b) all traffic of ComScape that may terminate to Duo County will be terminated by interexchange carriers; (c) ComScape agrees that Duo County's relationship for the termination of this traffic is solely with the interexchange carrier that obtains terminating switched access services from Duo County; 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 Duo County via BellSouth's tandem(s) or any other tandem provider unless both ComScape and any tandem provider have put in place with Duo County proper agreements, acceptable to Duo County, 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 DUO COUNTY TELEPHONE COOPERATIVE CORPORATION, INC.**

<u>CERTIFICATE OF SERVICE</u>

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

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

COUNSEL TO-DUO COUNTY

COUNSEL TO DUO COUNTY TELEPHONE COOPERATIVE CORPORATION, INC.

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