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June 22, 2006

RECEIVED

JUN 23 2006

**PUBLIC SERVICE
COMMISSION**

Via Federal Express

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 NTCH-West, Inc.,
Case No. 2006-00226***

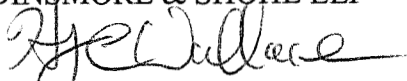
Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of Duo County's Response to NTCH's June 15, 2006 Letter. Please file-stamp one of the enclosed copies and return it to us in the enclosed, self-addressed, stamped envelope.

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.)

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

JUN 23 2006

Petition of Duo County Telephone Cooperative)
Corporation, Inc. for Arbitration of Certain Terms)
and Conditions of Proposed Interconnection)
Agreement with NTCH-West, Inc.)
Pursuant to the Communications Act of)
1934, as Amended by the Telecommunications)
Act of 1996)

PUBLIC SERVICE
COMMISSION

Case No. 2006-00226

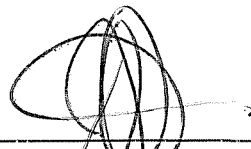
RESPONSE TO NTCH'S JUNE 15, 2006 LETTER

Duo County Telephone Cooperative Corporation, Inc. ("Duo County"), by counsel, hereby responds to NTCH's June 15, 2006 letter. On May 31, 2006, after attempting to negotiate an interconnection agreement with NTCH-West, Inc. ("NTCH") for over four months, Duo County filed a petition for arbitration in the above-referenced case. NTCH responded by letter dated June 15, 2006, stating that all traffic it sends to Duo County is completed through a long distance carrier. NTCH contends it has "no local exchange with Duo County."

NTCH 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 NTCH to rural independent local exchange carriers ("Rural LECs") such as Duo County. NTCH's participation in this agreement indicates that NTCH terminates local traffic to the Rural LECs, or at least did at the time the statewide agreement was executed. Thus, Duo County suspects that NTCH continues to terminate local traffic to Duo County. If NTCH 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 NTCH intends to terminate traffic subject to the terms of local interconnection to Duo County after December 31, 2006, then NTCH must execute an interconnection agreement with Duo County.

Nonetheless, Duo County would be willing to withdraw its Petition for Arbitration only if NTCH 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, NTCH must state in a sworn affidavit to be filed with the Commission and Duo County that (a) NTCH will arrange for interexchange carriers to terminate all of NTCH's traffic with respect to Duo County; (b) all traffic of NTCH that may terminate to Duo County will be terminated by interexchange carriers; (c) NTCH 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) NTCH 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, NTCH 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 NTCH and the tandem provider have put in place with Duo County proper agreements, acceptable to Duo County, that would cover any such voluntary arrangements.

Respectfully submitted,




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**COUNSEL TO DUO COUNTY
TELEPHONE COOPERATIVE
CORPORATION, INC.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via U.S. Mail on this 22nd day of June, 2006, to the following individual(s):

Tom Sams
NTCH-West, Inc.
1600 Ute Avenue, Suite 10
Grand Junction, CO 81501



**COUNSEL TO DUO COUNTY
TELEPHONE COOPERATIVE
CORPORATION, INC.**

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