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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 Logan Telephone Cooperative, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with ComScape Telecommunications, Inc., Case No. 2006-00227

Dear Ms. O'Donnell:

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

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

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Sincerely,

DINSMORE & SHOHL/LLP Hollt/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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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 Logan Telephone Cooperative, 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. 2006-00227

## **RESPONSE TO COMSCAPE'S JUNE 15, 2006 LETTER**

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Logan Telephone Cooperative, Inc. ("Logan Telephone"), 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, Logan Telephone filed a petition for arbitration in the above-referenced case. After having ignored Logan Telephone 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 Logan Telephone Cooperative, 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 Logan Telephone. 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, Logan Telephone suspects that ComScape continues to terminate traffic to Logan Telephone. 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. Although BellSouth does not currently show any non-meet point billing minutes for traffic terminating to Logan Telephone, Logan Telephone suspects that it does

receive commingled CMRS traffic via BellSouth including traffic originated in part by ComScape's end users. 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 Logan Telephone after December 31, 2006, then ComScape must execute an interconnection agreement with Logan Telephone.

Nonetheless, Logan Telephone 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 Logan Telephone 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 Logan Telephone that (a) ComScape will arrange for interexchange carriers to terminate all of ComScape's traffic with respect to Logan Telephone; (b) all traffic of ComScape that may terminate to Logan Telephone will be terminated by interexchange carriers; (c) ComScape agrees that Logan Telephone's relationship for the termination of this traffic is solely with the interexchange carrier that obtains terminating switched access services from Logan Telephone; 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 Logan Telephone via BellSouth's tandem(s) or any other tandem provider unless both ComScape and any tandem provider have put in place with Logan Telephone proper agreements, acceptable to Logan Telephone, that would cover any such voluntary arrangements.

Respectfully submitted,

John E. Selen

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 LOGAN TELEPHONE COOPERATIVE, INC.

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was served by Federal Express on this  $\frac{\partial}{\partial t}$  day of June, 2006, to the following individual(s):

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

COUNSEL TOLOGAN TELEPHONE COOPERATIVE, INC.

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