

Dinsmore & Shohl LLP
ATTORNEYS

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

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 Logan Telephone Cooperative, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with NTCH-West, Inc.,*
Case No. 2006-00229

Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of Logan'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.)

110425v6
35369-2

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE
COMMISSION

RECEIVED

JUN 23 2006

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 NTCH-West, Inc.)
Pursuant to the Communications Act of) Case No. 2006-00229
1934, as Amended by the Telecommunications)
Act of 1996)

RESPONSE TO NTCH'S JUNE 15, 2006 LETTER

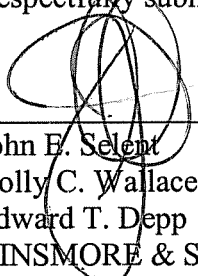
Logan Telephone Cooperative, Inc. ("Logan"), by counsel, hereby responds to NTCH's June 15, 2006 letter. On May 31, 2006, after attempting to negotiate an interconnection agreement with NTCH-West, Inc. ("NTCH") for over four months, Logan filed a petition for arbitration in the above-referenced case.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

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 Logan. 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, Logan suspects that NTCH continues to terminate local traffic to Logan. 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 Logan after December 31, 2006, then NTCH must execute an interconnection agreement with Logan.

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

111282v1
35369/2