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January 12, 2007

VIA HAND DELIVERY

Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

RECEIVED

JAN 12 2007

PUBLIC SERVICE
COMMISSION

Re: Kentucky Public Service Commission Case No. 2006-00296

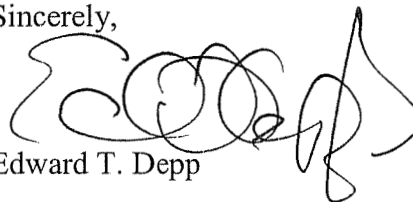
Dear Ms. O'Donnell:

I have enclosed for filing in the above styled cases the original and eleven (11) copies of Mountain Rural Telephone Cooperative Corporation, Inc.'s Motion for Clarification. Please file-stamp one copy and return it to our delivery person.

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

Sincerely,

Edward T. Depp



ETD/lb
Enclosures

Hon. Beth O'Donnell
January 12, 2007
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cc: John N. Hughes, Esq.
Mary Beth Naumann, Esq.
Bhogan M. Modi
Mark R. Overstreet, Esq.
Tom Sams
Philip R. Schenkenberg, Esq.
Jeff Yost, Esq.
Amy E. Dougherty, Esq.

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

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Petition of Mountain Rural Telephone Cooperative)
Corporation, Inc., for Arbitration of Certain Terms)
and Conditions of Proposed Interconnection)
Agreement with Cellco Partnership d/b/a Verizon)
Wireless, GTE Wireless of the Midwest)
Incorporated d/b/a Verizon Wireless, and Kentucky)
RSA No. 1 Partnership d/b/a Verizon Wireless,)
Pursuant to the Communications Act of 1934,)
as Amended by the Telecommunications)
Act of 1996)

JAN 12 2007

PUBLIC SERVICE
COMMISSION

Case No.2006-00296

MOTION FOR CLARIFICATION

Petitioner Mountain Rural Telephone Cooperative Corporation, Inc. ("Mountain"), pursuant to KRS 278.400, hereby submits its motion for clarification of the December 22, 2006 order (the "Order") of the Public Service Commission of the Commonwealth of Kentucky (the "Commission") and states as follows.

Aside from the RLEC motion for clarification with respect to TELRIC studies (filed simultaneously with this motion), Mountain seeks clarification of only one other aspect of the Commission's Order: the appropriate inter-MTA traffic factor (Issue 15). At page 19 of the Order, the Commission states that it "adopts the CMRS proposal for the 3 percent inter-MTA factor to be applied...." (*Id.*) This decision appears to be based, at least in part, on the Order's finding that "Kentucky is primarily within a single LATA...."¹ (*Id.*) While it is generally incontestable that Kentucky is, in fact, situated primarily within a single MTA, it is also incontestable that Mountain's service territory crosses that MTA boundary.² Thus, it is virtually a foregone conclusion that more than 3% of the traffic from the CMRS Providers to Mountain is inter-MTA traffic. The existing

¹ Page 19 of the Order states that "Kentucky is primarily within a single LATA...." (*Id.*) Mountain presumes this is a clerical error and that the Commission intended to note that "Kentucky is primarily within a single MTA."

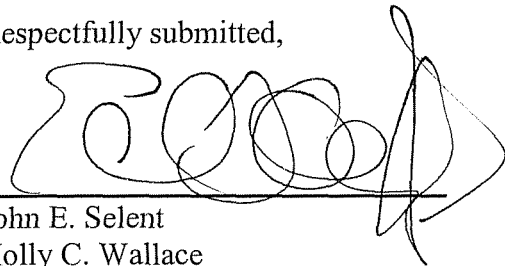
² Mountain's publicly-filed service territory maps confirm this fact.

Mountain-Cingular interconnection agreement on file with the Commission confirms this fact: in that agreement, the parties recognized that 20% of the Cingular-to-Mountain traffic was inter-MTA traffic.

Mountain's concern, however, is more than theoretical. The difference between a 3% and 20% inter-MTA factor will have a significant impact on the company's monthly revenues. That is, for 17% of the total traffic delivered to Mountain by a CMRS Provider, Mountain would be forced to forego access revenues in exchange for lower reciprocal compensation rates. The practical consequence of the 3% inter-MTA factor, then, is that Mountain would not realize thousands of dollars in revenue per month. This is particularly true if Cingular attempts to adopt the arbitrated interconnection agreement (containing the 3% inter-MTA factor) and is successful in doing so.³

Therefore, in order to ensure that: (i) Mountain's arbitrated interconnection agreements contain inter-MTA factors predicated on the specific factual circumstances of its network; and (ii) Mountain does not lose thousands of dollars per month in legitimate access charges, Mountain requests that the Commission clarify that the inter-MTA traffic factor in its arbitrated agreements should be 20%.

Respectfully submitted,



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³ Mountain does not concede that Cingular may adopt the interconnection agreement(s) that arise from this arbitration proceeding.

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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by first-class United States mail and electronic mail on this 12th day of January, 2007, to the following individual(s):

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