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September 22, 2006

VIA HAND DELIVERY

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

Re: ***Kentucky Public Service Commission Case Nos.***
1) 2006-00215; 2) 2006-00217; 3) 2006-00218; 4) 2006-00220;
5) 2006-00252; 6) 2006-00255; 7) 2006-00288; 8) 2006-00292;
9) 2006-00294; 10) 2006-00296; 11) 2006-00298; 12) 2006-00300

Dear Ms. O'Donnell:

I have enclosed for filing in the above styled cases the original and eleven (11) copies of the rural local exchange carriers' ("RLEC's") responses to the CMRS Providers' Issues Matrix. (Exhibit 1.) By filing this updated matrix, the RLEC's do not waive any arguments with respect to the proper framing of the issues. Please file-stamp one copy of this letter and return it to our delivery person.

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

Sincerely,

Edward T. Depp

ETD/lb

cc: John N. Hughes, Esq.
Mary Beth Naumann, Esq.
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CMRS PROVIDERS' ISSUES MATRIX

ISSUE	CONTRACT SECTION(S)	CMRS POSITION	RLEC POSITION
SCOPE OF AGREEMENT			
1. How should the Interconnection Agreement identify traffic that is subject to reciprocal compensation?	1.22 3.1 3.7 5.1 5.4 5.4.1 5.4.3 Appendix A Appendix B	Interconnection Agreement should use term "Telecommunications Traffic" as defined in the FCC's Rules.	The RLECs agree that the scope of traffic to be included in the Agreement is that traffic subject to the requirements of Section 251(b)(5) of the Act and the FCC's Subpart H interconnection rules. However, the changes that the CMRS providers propose to the agreement go beyond that definition and the FCC's explicit discussion of the scope of its Subpart H rules, and as discussed in other issues, the CMRS Providers are attempting to expand that definition improperly, and therefore the RLECs do not agree that the CMRS Providers have defined the scope of Section 251(b)(5) traffic correctly. The RLECs chose to use the words "Subject Traffic" to mean traffic that is subject to the FCC's reciprocal compensation (Subpart H) rules. The RLECs did not use the words "Telecommunications Traffic" because not all Telecommunications is within the scope of the reciprocal compensation (Subpart H) rules, and the use of the word "Telecommunications" leads to unnecessary confusion. The use of "Subject Traffic" is intended to avoid this confusion. The RLECs agree that the FCC's Subpart H rules and the FCC's discussion of the application of those rules define the scope of traffic subject to so-called reciprocal compensation.
2. Should the Interconnection Agreement apply to traffic exchanged directly, as well as through traffic exchanged	Contract Title 3rd "Whereas" Clause 1.3	Yes. Consistent with federal law and Commission precedent, the Interconnection Agreement should apply to traffic exchanged via direct and indirect interconnection	The RLECs acknowledge requirements for carriers to be interconnected directly or indirectly. This requirement does not create unwritten requirements or rules regarding the

ISSUE	CONTRACT SECTION(S)	CMRS POSITION	RLEC POSITION
indirectly through BellSouth or any other intermediary carrier?	1.12 1.21 3.1 3.1.1 3.1.2 3.1.3 3.2 3.3 3.4 3.6 4.1 (and subsections) 4.2 (and subsections) 4.3 5.1 5.4 5.4.1 14.8.1 Appendix A Appendix B	arrangements.	manner in which carriers deliver or exchange traffic with or through other carriers. There are only two authorized ways pursuant to which carriers may terminate traffic to the RLECs -- pursuant to the terms of interconnection agreements or pursuant to tariff. The CMRS Providers' characterization of this issue disguises the real issues associated with so-called indirect interconnection or "transit" arrangements. Regardless of what the CMRS Providers have in mind, the scope of the FCC's reciprocal compensation rules for traffic between a LEC and a CMRS provider is confined to the local exchange service calls of the LEC's end users. Moreover, the CMRS Providers confuse the terms "direct/indirect" with an entirely different set of issues associated with "dedicated" and "commingled" trunking. The FCC has set forth in its rulemakings the available direct and indirect options that the CMRS Providers have to connect for the termination of their traffic. The CMRS Providers may connect with dedicated trunks indirectly through another carrier or directly with the RLECs. The terms and conditions between the RLECs and the intermediary carrier (*e.g.*, BellSouth) regarding the trunking arrangements for CMRS Provider-terminated traffic must be established if the CMRS Providers are allowed to utilize any BellSouth options for traffic delivery up to a threshold level of traffic. The CMRS Providers, in the context of their bilateral transit agreements

ISSUE	CONTRACT SECTION(S)	CMRS POSITION	RLEC POSITION
			with BellSouth (to which the RLECs are not parties), should not limit the RLECs' ability to identify and measure CMRS Provider traffic for themselves by having BellSouth commingle their traffic with BellSouth's access traffic. Trunk groups for indirect arrangements through BellSouth should be established on a dedicated basis with each CMRS provider (albeit indirect through BellSouth) where the volume of traffic is more than in insignificant amount.
3. Does the Interconnection Agreement apply only to traffic within the Commonwealth of Kentucky?	3.4 Appendix C	Interstate calls may be delivered between the Parties and are subject to the terms of the Interconnection Agreement.	The CMRS Providers have misconstrued the RLECs' proposed agreement. The RLECs' proposed agreement does not confine the traffic to that within the Commonwealth of Kentucky. The proposed agreement expects that the geographic scope (area) from which the CMRS providers will originate calls from their mobile users for termination pursuant to the terms of the agreement will be defined by a list of counties which can include counties in more than one state. The need to define the area in which mobile users can originate calls for delivery to the RLECs is crucial for the determination of the relative amount of interMTA traffic that can be expected to be delivered by the CMRS providers to the RLECs.
4. Should the Interconnection Agreement apply to fixed wireless services?	3.5	Agreement applies to all CMRS traffic. An additional limitation related to "fixed wireless services" is unnecessary. It is also confusing because "fixed wireless" is not a defined term or a term that has any regulatory significance.	The FCC has concluded that the regulatory treatment of fixed wireless services will be examined and determined on a case-by-case basis. Unless and until the CMRS Providers propose a form of fixed wireless service, and

ISSUE	CONTRACT SECTION(S)	CMRS POSITION	RLEC POSITION
			the regulatory treatment is examined and determined, it is impossible to determine what the interconnection terms and conditions should be for any traffic or interconnection associated with fixed wireless services. If and when a fixed wireless service is proposed and its regulatory treatment is determined, the RLECs are willing to negotiate terms and conditions consistent with that regulatory treatment.
INDIRECT INTERCONNECTION			
5. Is each Party obligated to pay for the transit costs associated with the delivery of traffic originated on its network to the terminating Party's network?	4.1.2.1	Each originating Party should pay any transit charges imposed by a transiting carrier to deliver traffic to a terminating carrier, and all costs of facilities linking its own switch to the third party transiting tandem.	The CMRS Providers' issue statement is misleading and deceptively avoids the real issues. The CMRS Providers have no interconnection right to require the RLECs to involuntarily obtain some service, at potential additional charges, from BellSouth or some other tandem provider just because the CMRS Provider chooses not to establish a single Interconnection Point on the incumbent networks of the RLECs and within the LATA(s) with which the RLEC is associated. The CMRS Providers incorrectly suggest (in framing the issue) that the RLECs should be required to provision some new and extraordinary local exchange service that would require the RLEC to transport its local traffic to a distant interconnection point not within the incumbent network of the RLEC. The RLECs have no obligation to provision interconnection arrangements or services beyond what they provision for themselves or other carriers. Applicable law has firmly established that the requirements of the Act, at

CMRS PROVIDERS'
ISSUES MATRIX

ISSUE	CONTRACT SECTION(S)	CMRS POSITION	RLEC POSITION
			most, only require an incumbent LEC to provision interconnection arrangements and services that are equal to that which the LEC provisions for itself or other carriers. It is the CMRS Providers' request and choice to interconnect at a tandem located beyond the RLECs' incumbent network, and to the extent that the RLEC agrees to provision some extraordinary and superior form of local exchange service for the transport of local traffic to such distant point, the RLEC would do so only under the condition that the CMRS Provider is responsible for the extraordinary costs that arise as a result of the CMRS Providers' request, including the costs to transport traffic through a third party tandem. Otherwise, calls that must be transported to distant points are provisioned by the RLECs as interexchange service calls (not local exchange calls), and are, therefore, the service responsibility of the interexchange carrier that the end user has selected for such calls.

6. Can the RLECs use industry standard records (e.g., EMI 11-01-01 records provided by transiting carriers) to measure and bill CMRS Providers for terminating mobile-originated Telecommunications Traffic?	5.5	This form of industry-standard billing should be maintained.	In a competitive environment, the RLECs cannot be required to rely on the transit provider (e.g., BellSouth), a potential competitor, to identify, measure and quantify traffic for the RLECs on less than a real-time basis. The problem with the BellSouth interim arrangements is that calls terminated to the RLECs over the BellSouth provisioned trunks do not contain the necessary call details that would allow the RLECs to record calls on a real-time basis for themselves; instead, they are forced to rely on BellSouth. The terms and conditions of CMRS traffic delivery between BellSouth and the RLECs has not yet been determined. The trunking arrangements with the RLECs should be established to allow the RLECs to identify and measure CMRS traffic for themselves (rather than rely on potential competitors, such as BellSouth). Traffic should be transmitted to the RLECs in a manner that allows the RLECs to identify and measure the CMRS providers' traffic accurately without reliance on BellSouth. Many of the RLECs have invested in their own switching and recording equipment, and BellSouth's trunking methods should not undermine the RLEC's ability to use this measurement equipment for themselves. There is no interconnection requirement or rule which obligates the RLECs to be dependent on BellSouth for the measurement of traffic that terminates to the RLECs.
DIRECT INTERCONNECTION			
7. If a direct connection is established between a CMRS	4.1.1 (and subsections)	A Party can elect to provision one way facilities, or CMRS Provider may request that	The CMRS Providers, again, confuse the concept of "direct" with dedicated trunks. The

	Provider and an RLEC, what terms should apply?	5.2 Appendix A	the Parties jointly establish two way facilities. Interconnection facilities can be purchased from RLEC or from a third party.	establishment of dedicated trunks may be either direct or indirect. The CMRS Providers' position that it can establish the dedicated connection via a third party is evidence of the indirect interconnection method. For the facilities provided by the RLEC within the incumbent service area of the RLEC, those facilities charges will be shared based on the proportion of Subject Traffic originated by the RLEC compared to all other traffic exchanged over the dedicated facility. The RLECs do not provision local calling services that would involve transport costs to distant locations.
8.	Pursuant to 47 C.F.R. § 51.703 and 51.709, what are the Parties' obligations to pay for the costs of establishing and using direct interconnection facilities?	4.1.1.1 4.1.1.2 4.1.1.3 4.1.1.4 5.2 5.3 Appendix B	Each Party should be financially responsible for any additional costs for the origination of its traffic. Recurring and non-recurring costs of any dedicated facilities connecting the respective RLEC and CMRS Provider networks should be prorated based on respective shares of traffic exchanged over those facilities.	*See* RLECs' Position with respect to Issue 7. The RLECs are not required to provision superior interconnection arrangements at the request of the CMRS Providers and are not required to establish some form of extraordinary local calling service for transport to a distant point. To the extent that the request of the CMRS Provider would involve superior interconnection or service arrangements beyond that which the RLEC does for itself or with other carriers, the provisioning of such superior arrangement would be conditioned on the CMRS Provider agreeing to be responsible for all extraordinary costs incurred by the RLEC. Otherwise, calls to distant points are provisioned as interexchange carrier calls. The RLECs are only required to transport traffic subject to Subpart H to an interconnection point within their network and within the LATA(s). The prorating of facilities is based on the proportion of LEC originated Subject Traffic

			to all other traffic exchanged over dedicated facilities.
COMPENSATION			
9. Are the Parties required to pay reciprocal compensation to one another for all intraMTA traffic originated by subscribers on their network, regardless of how such traffic is routed, for termination to the other party?	3.1.3 3.1.4 3.3(b) 3.3(c) 3.4 3.5 5.4.2	FCC Regulations require that CMRS Providers and RLECs compensate each other for intraMTA traffic regardless of existence or nature of an intermediary carrier.	The CMRS Providers' statement of this issue is misleading and avoids the real issue. The CMRS Providers incorrectly propose that interexchange carrier traffic can somehow be subject to the LECs' reciprocal compensation responsibility. When an end user places a call with an interexchange carrier, it is the interexchange carrier that is providing the service by which the customer completes and terminates the call, and as such the customer is an end user of the interexchange carrier, not the local exchange carrier service provider. The scope of traffic that is subject to the FCC's Subpart H rules (reciprocal compensation for traffic subject to Section 251(b)(5) of the Act) is explicitly related to Local Exchange Carrier Service traffic of a RLEC, and not to traffic between an IXC and a CMRS Provider. For interexchange service traffic, the IXC is not an intermediary; the IXC is the originating carrier.
10. Is each RLEC required to develop a company-specific, TELRIC-based rate for transport and termination, what should that rate be for each RLEC, and what are the proper rate elements and inputs to derive that rate?	Appendix B	Each RLEC must develop a company-specific rate that properly reflects the total long run incremental cost ("TELRIC") for the transport and termination of traffic on its network. CMRS Providers reserve the right to review the RLECs' cost studies, conduct discovery, propose reciprocal compensation rates consistent with TELRIC, and identify issues raised by any cost studies produced by the RLECs.	As explicitly stated by the FCC, the FCC's pricing rules (specifically including the TELRIC pricing methodology for transport and termination of traffic subject to Section 251(b)(5) of the Act) do not apply to Rural Telephone Companies (such as the petitioners), each of which possesses an exemption under Section 251(f)(1) of the Act. Notwithstanding this, the rates for transporting calls from an interconnection point on the incumbent LEC network to the end office(s), as well as the rate

			for termination of those calls, should be established based on the best information available to the Commission.
11. If the RLECs fail to demonstrate rates that meet the requirements of 47 U.S.C. § 252(d)(2)(A) and the FCC's Regulations, what rate should the Commission establish for each RLEC?	Appendix B	For any RLEC that fails to meet its burden of proof, The Commission should establish an initial rate for that RLEC consistent with 47 C.F.R. § 51.715(b)(3) until appropriate RLEC cost studies establish permanent rates.	The rates for transport and termination should comply with the Act's pricing standards, and such rates may be determined based on the best information available to the Commission.
12. Should the Interconnection Agreement provide both reciprocal and net billing options?	14.8.1	Billing provisions should be available, and net billing should be an option where appropriate.	Either option is acceptable to the RLECs, provided that the billing accurately reflects the actual net obligations of the parties.
13. If a CMRS Provider does not measure intercarrier traffic for reciprocal compensation billing purposes, what intraMTA traffic factors should apply?	5.5 Appendix A	IntraMTA traffic factors should be used in the absence of measurement, and factors should be developed on a company-by-company basis.	The CMRS Providers' phrasing of this issue is ambiguous. If this issue is intended to address how the portions of total mobile-to-land traffic and land-to-mobile traffic should be identified and measured, then actual measurement (in a dedicated connection scenario) is available and factors are not needed. Actual measurement of total amounts of traffic exchanged between the Parties should, therefore, be utilized. The RLEC can provide actual measurement of the proper scope of traffic in both directions. The portion of the total amounts of traffic that is interMTA traffic should either be based on a reasonable representative factor or a surrogate measure based on the mobile user's telephone number.

14. Should the Interconnection Agreement prohibit the Land-to-Mobile Traffic Factor from exceeding 50%?	5.5 Appendix B	No such limitation is lawful or appropriate.	The RLECs agree to remove this condition.
15. What is the appropriate compensation for interMTA traffic?	3.3 5.4 (and subsections) Appendix A	InterMTA traffic factors should be developed on a company-by-company basis. The originating Party should compensate the terminating Party at the rate contained in the RLEC's tariffs.	InterMTA traffic proportions should be based on factors that accurately reflect the amount of interMTA traffic for each arrangement. The amount of interMTA traffic is growing and most likely greater than the level that the CMRS Providers will propose. According to the FCC's rules, all interMTA traffic is subject to the terms of the RLECs' intrastate and interstate access tariffs and rates. As the FCC has explicitly concluded, where an end user of the RLEC originates a local exchange call that is delivered to a CMRS provider which, in turn, carries carriers that call to its mobile user for termination in another MTA, the CMRS Provider is acting as an interexchange carrier and owes originating access charges to the RLEC. Where the CMRS Provider originates a call for its mobile user located in a different MTA than the MTA that the RLEC is located, and the CMRS Provider carries that call across MTA boundaries for termination, the CMRS Provider is obtaining terminating access service from the RLEC and owes terminating access charges to the RLEC. There is no such concept as "reciprocal" access charges. The RLECs do not provide interMTA services to their end user customers and are, therefore, not required to provide such services to the CMRS Providers.
DIALING PARITY			
16. Are the RLECs required to	4.2	RLECs should ensure that their customers can	The dialing parity rules are explicitly related to

provide dialing parity (in terms of both number of digits dialed and rates charged) for land to mobile traffic?		make calls to CMRS Providers' customers' numbers in local and EAS exchanges without dialing extra digits or paying extra charges.	calling and local services based on a specific local calling geographic area, not telephone numbers. Accordingly, the dialing parity concept does not logically apply to mobile users as the CMRS Providers suggest. Regardless of any dialing parity requirements, the interconnection requirements do not obligate the RLECs to provision interconnection or service arrangements that are beyond that which is equal to what they do for themselves or with other carriers. To the extent that the RLECs recognize telephone numbers of mobile users to define their local calling services, they do so under the condition that they are not required to provision some extraordinary or superior interconnection arrangement or service for such calls. The dialing parity rules have nothing to do with what the RLECs charge their customers for calls to or from commercial mobile radio service users.
SS7 INTERCONNECTION			
17. What SS7 signaling parameters should be required?	4.3.1 4.3.2 4.3.3	The Interconnection Agreement should contain language (proposed by the CMRS Providers) that establishes separate obligations based on whether the Parties are directly or indirectly interconnected, and which prevents either Party from assessing SS7 tariff or message charges on the other for the exchange of traffic.	The creation and delivery of all SS7 signaling parameters does not, and should not, depend on whether traffic is routed through third party networks. All SS7 information should be created and sent by both parties. The SS7 information is necessary to ensure accurate identification and measurement of traffic and compliance with the terms of the agreement. The RLECs have no intention of charging the CMRS Providers any SS7 related charges.
TARIFF PROVISIONS			
18. Should RLEC tariff provisions be incorporated into the	2.1 2.2	Absent express mutual consent, tariffs cannot supersede or supplement the terms and	Where required and appropriate, the Agreement should refer to the terms and

contract?	8.1 9.0 10.1 14.14	conditions of the Parties' Interconnection Agreement.	conditions of tariffs. For example, the origination and termination of interMTA traffic is subject to the application of the terms and conditions contained in the RLECs' intrastate and interstate access tariffs.
GENERAL TERMS AND CONDITIONS			
19. Under what circumstances should a Party be permitted to block traffic or terminate the Interconnection Agreement?	7.9 8.5 8.6 (and subsections)	The CMRS Providers propose a mechanism for notice of default and termination that will ensure customers will not be unnecessarily affected as a result of carrier disputes. Blocking of traffic should be allowed only if authorized by the appropriate regulatory agency.	The RLECs can agree to the CMRS Providers' proposals for this issue provided that the proposed Section 8.6.4 is modified to state: "In any event, no Party shall terminate the services and facilities arrangements or discontinue the termination of traffic under this Agreement without express authorization from an appropriate government agency authorizing such discontinuation or without a decision from a court of competent jurisdiction granting the right to discontinue the services under this Agreement."
20. What post-termination arrangements should be included in the Interconnection Agreement?	8.2.1	If either party seeks post termination arrangements, the agreement will remain in place, subject to true-up following the conclusion of negotiations.	The RLECs are willing to alter their position such that the 12 month limit would not apply to the extent that the Parties are engaged in lawful arbitration; i.e., the agreement would remain in place indefinitely while the parties are engaged in lawful arbitration. There is no provision in the rules for a true-up as proposed by the CMRS providers in Section 8.2.1, and in fact the CMRS Providers have themselves (at the informal conference) expressed their own disagreement with the use of "true-up" arrangements. The RLECs do not intend to be subject to terms and conditions that would

			subject them to uncertainty.
21. How should the following terms be defined: "Central Office Switch," "Interconnection Point," "InterMTA Traffic," "Interexchange Carrier," "Multifrequency," "Rate Center," "Subject Traffic," "Telecommunications Traffic," "Termination," and "Transport."	1.4 1.13 1.14 1.15 1.18 1.21 1.22 1.24 1.25 1.26	See CMRS Redline.	The change to "Central Office Switch" definition is acceptable. The deletion of "Interconnection Point" definition is not acceptable. Interconnection Point is explicitly defined in the FCC's Subpart H rules, and the definition set forth by the RLECs in their proposed Agreement is consistent with those rules. The CMRS Providers' changes to the first sentence of the definition of "Inter-MTA Traffic" is not correct, and the RLECs do not accept that change for the reasons already set forth in the discussion of item 15, above. The definition of "Interexchange Carrier" is accurate and correct, should not be deleted, is necessary to address other provisions of the Agreement, and is necessary to avoid confusion about the scope of traffic subject to reciprocal compensation under the FCC's Subpart H rules. The RLECs accept the deletion of the definition of "Multifrequency." The RLECs do not agree to the CMRS Providers' proposed change to the definition of "Rate Center," and the CMRS Providers have not set forth their position with respect to this issue. This issue should, therefore, be dismissed. The changes that the CMRS Providers have

			proposed for the definition of "Subject Traffic" and/or "Telecommunications Traffic" are not sufficiently detailed to avoid confusion with respect to the proper application of the terms of the Agreement. The CMRS Providers incorrectly confuse interexchange carrier traffic that is mutually exclusive from "local" traffic subject to the FCC's Subpart H rules under Section 251(b)(5) of the Act. The RLECs' position is that the use of words "Subject Traffic" avoids the confusion created by the use of "Telecommunications Traffic" because not all Telecommunications is subject ot the terms of reciprocal compensation. With this in mind, the RLECs would agree to the following alternative for this definition: "Subject Traffic," is as defined in 47 C.F.R.§ 51.701(b)(2) and is traffic exchanged between a local exchange service end user of a LEC and a CMRS end user of a CMRS Provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. The definition and use of the term "Subject Traffic" for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings. The substitution of the word "Subject" does not change the meaning of the Agreement compared to the use of the word "Telecommunications." The RLECs agree with the changes to the definition of "Termination" and "Transport" as

			proposed by the CMRS Providers; however, the words originally proposed by the RLECs have the same meaning as those proposed by the CMRS Providers.
22. What notice and consent requirements should apply prior to assignment of the Interconnection Agreement.	14.7	A Party should be allowed to assign to an affiliate with notice, and to a third party upon written consent, which consent will not be unreasonably withheld.	The RLECs can agree to simple notice with respect to assignment to an affiliate, and written notice and consent for assignment to non-affiliates, except that all assignments must be conditioned on the assignee demonstrating that it has the resources, ability, and authority to satisfy the assigned terms and conditions (which condition is not encompassed by the CMRS Providers' proposal). In addition, the final sentence in the originally proposed section 14.7 should not be deleted. This sentence recognizes the obligations that flow to a successor or assignee.
23. If the parties to an Interconnection Agreement are unable to resolve a dispute, should either party be allowed to raise such dispute before any agency or court of competent jurisdiction?	14.8.4 14.9	Disputes may be resolved before the Commission, the FCC, or a court of competent jurisdiction.	The FCC has no jurisdiction over the enforcement of a state-approved interconnection agreement. Any action that either Party may take at the FCC would be pursuant to the FCC's complaint processes, and those processes are not affected by the RLECs' proposed language for this section of the Agreement. Regardless, the RLECs would be agreeable to the changes in both sections 14.8.4 and 14.9 where the CMRS providers have inserted new language, provided that the inserted language, in both instances, states: " . . . or any agency of competent jurisdiction or court of competent jurisdiction." This alternative addresses the CMRS Providers issue because if the FCC or a court has competent jurisdiction, then the provision will apply.
24. Should the CMRS Providers be	7.1	Such forecasts are unnecessary.	The RLECs would be agreeable to forecasts

required to provide "rolling" six months' forecasts of "traffic and volume" requirements?			once per year, as necessary for the Parties' planning of interconnection facilities and trunking capacity. The RLECs would be agreeable to a form of forecasts that is mutually determined by the Parties.
25. Should the Interconnection Agreement require the Parties to maintain specific insurance not required by law?	7.8	Such insurance requirements are unnecessary.	The requirements of Section 7.8 are reasonable and customary for interconnection agreements and other business dealings. They should, therefore, be retained.
26. Should a Party be required to insert in its tariffs and/or service contract language that attempts to limit third-party claims for damage arising from service provided under the Interconnection Agreement, and should the Interconnection Agreement itself attempt to limit claims of one Party's customer against the other Party?	10.3 11.3	Such requirements are unnecessary, not commercially reasonable and unenforceable.	The RLECs do not intend to be liable to the CMRS Providers' customers to any greater degree than the RLECs are liable with respect to their own customers. The RLECs are agreeable to a modified version of this provision which would not require the CMRS providers to place terms in their contracts or tariffs but would state the limitation on liability that would apply in the event that such terms are not included. The RLECs proposed the following alternative language for Section 10.3: 10.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would

			have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss. The first sentence of Section 11.3 should be modified to state: "The Parties agree that the liability to each other's customers shall be governed by the provisions of Section 10.3.
27. If the Parties cannot agree upon a replacement for invalidated language, should either Party be allowed to terminate the Interconnection Agreement, or should the stalemate be resolved pursuant to Dispute Resolution?	14.17	Agreement should be modified via the dispute resolution provision, not terminated.	The proposed change by the CMRS Providers is acceptable.
28. Should the CMRS Providers be allowed to expand their networks through management contracts?	4.4	Yes. The Interconnection Agreement should accommodate this standard industry practice.	The CMRS Providers' proposed addition in Section 4.4 is unreasonably vague and would effectively allow a single CMRS Provider to extend the agreement unilaterally to any and all wireless carriers without negotiation or consent

			of the RLEC. The RLECs oppose the expansion of the scope of any agreement with a CMRS Provider to include some other carrier. Expansion to include some other carrier would alter the jurisdiction of traffic and would present problems as to which carriers should be financially responsible for which traffic. The Agreement already contains provisions for assignment. If entities not affiliated with a CMRS provider want to establish CMRS-LEC interconnection with the RLECs, such entities must either request interconnection and negotiate terms or must adopt, in its entirety, an existing interconnection agreement. Additionally, the terms of the Agreement depend on the geographic scope of the particular CMRS provider that is party to the agreement (e.g., the amount of interMTA traffic). To the extent that the agreement is extended to parties, thereby widening the geographic scope, the terms and conditions would require amendment to reflect the new geographic scope. The RLECs have the right to negotiate and arbitrate, if necessary, any new and different arrangements, especially as they relate to third-party carriers. The CMRS Providers' proposal, conversely, would write the interconnection request, negotiation, and/or adoption provisions out of the Act. For these reasons, this provision should be rejected. To the extent that a CMRS Provider established a dedicated connection with the RLEC, then the RLEC could agree

			that the CMRS Provider could use that connection for other carriers' traffic provided that the jurisdictional breakdown and traffic billing parameters are not altered or affected by the additional traffic and the original CMRS Provider is fully responsible to the RLEC for all traffic.