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August 8, 2008

VIA HAND DELIVERY

Ms. Stephanie L. Stumbo
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

RECEIVED
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PUBLIC SERVICE
COMMISSION

RE: Case No. 2008-00135 – Sprint’s Response to Staff’s Informal Conference
Memorandum

Dear Ms. Stumbo:

On August 2, 2008, Sprint Communications Company L.P. (“Sprint”) received Staff’s Memorandum memorializing the informal conference held on July 17, 2008, at the Commission’s offices in Frankfort regarding Sprint’s complaint against Brandenburg Telephone Company (“Brandenburg”) in the above-referenced docket. Sprint takes this opportunity to clarify certain statements contained in the Memorandum.

The first sentence in the second paragraph indicates that Sprint is four months behind on its “billing”. Because Sprint does not bill Brandenburg, the reference should indicate that Sprint has not made a cash payment on the accounts in dispute to Brandenburg in light of the dispute for four months. What Sprint has done is to issue a debit balance on Brandenburg’s account, indicating Sprint has been over-billed for the past several years. Sprint continues to provide credits to this debit balance as appropriate.

The first sentence in the first paragraph on page two indicates that the intra-MTA traffic is covered by the wireless interconnection agreement and that intra-exchange traffic is covered by access services. The first part of this sentence is correct, however, the last reference should be modified. Access services cover **interexchange** or **inter-MTA** traffic. For wireless traffic the FCC has determined that the local exchange (local calling scope) is the MTA and that reciprocal compensation applies for all traffic exchanged within the MTA. For interexchange or inter-MTA traffic access applies. This also results in two separate trunk facilities: local exchange trunks to carry the intra-MTA traffic and access trunks to carry the access or inter-MTA traffic.

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It should be noted that as a result of a variety of network issues it is common in the industry that a certain amount of inter-MTA or interexchange wireless traffic is delivered over local interconnection trunks. This may occur, for example, when a tower is homed on an MSC that is not in the same MTA as the tower. The interconnection agreement has a provision addressing the delivery of this traffic over interconnection trunks and provides a mechanism for compensation to Brandenburg at access rates for such traffic. This issue, however, should not be confused with and is irrelevant to the correct determination of a PIU for application to an access trunk.

In addition, contrary to the representation on page two, Sprint has always provided a PIU factor on a quarterly basis to Brandenburg to reflect the actual jurisdiction of the traffic Sprint terminates. Sprint first escalated this matter to Brandenburg's attention when Sprint provided to Brandenburg a Detail of Claims report in November, 2007. At this time Sprint filed its dispute with Brandenburg, which explained the PIU discrepancy.

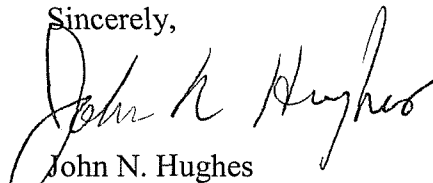
Sprint described the jurisdictional information parameter ("JIP") report at the meeting as one of the options Sprint utilizes to help the LEC correct its PIU. Actually Sprint refers to it as the traveling wireless report - not to be confused with the carrier actually using the JIP field to make the jurisdictional determination independently. AT&T Kentucky is utilizing a methodology that correctly records the appropriate jurisdiction of the traffic terminated for Sprint and utilizes this information in billing Sprint; however, AT&T Kentucky does not use the specific JIP report referenced above. Regardless of what was stated, our intention was to let Brandenburg know that AT&T Kentucky had worked with Sprint to bill its PIU correctly.

Finally, it should be noted that on July 31st, Sprint filed its traffic study with the Commission and provided a copy of the study to Brandenburg. Sprint had previously offered to provide similar information to Brandenburg which offer was declined. Sprint also filed an MTA map with the traffic study which shows that the majority of the Kentucky service area falls within MTA 26, however, outlying areas are parts of MTA's 18, 43, and 44.

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Thank you for the opportunity to clarify these points. Please call me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "John N. Hughes". The signature is written in a cursive style with a large, looping initial "J".

John N. Hughes
Attorney for Sprint

cc: Parties of record