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July 17, 2008

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JUL 17 2008

PUBLIC SERVICE
COMMISSION

Via Hand Delivery

Hon. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

Re: In the Matter of: Windstream Kentucky East, LLC v. Brandenburg Telephone Company and MCIMetro Access Transmission Services, LLC d/b/a Verizon Wireless, Case No. 2008-00203

Dear Ms. Stumbo:

Enclosed for filing in the above-referenced case, please find one original and ten (10) copies of Brandenburg Telephone Company's initial data requests to Windstream Kentucky East, LLC.

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

Very truly yours,

DINSMORE & SHOHL LLP

John E. Selent

JES/kwi
Enclosures

cc: All Parties of Record

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JUL 17 2008

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INVESTIGATION INTO THE TRAFFIC)	
DISPUTE BETWEEN WINDSTREAM)	
KENTUCKY EAST, LLC, BRANDENBURG)	CASE NO. 2008-00203
TELEPHONE COMPANY AND MCIMETRO)	
ACCESS TRANSMISSION SERVICES, LLC)	
D/B/A VERIZON ACCESS)	

**BRANDENBURG TELEPHONE COMPANY'S INITIAL DATA REQUESTS TO
WINDSTREAM KENTUCKY EAST, LLC**

Brandenburg Telephone Company ("Brandenburg"), by counsel, and pursuant to the July 11, 2008 procedural order entered by the Public Service Commission of the Commonwealth of Kentucky (the "Commission") in this matter, hereby propounds the following initial data requests upon Windstream Kentucky East, LLC ("Windstream"). These initial data requests shall be answered in accordance with the Commission's Order of July 11, 2008. In light of the abbreviated procedural schedule in this matter, in the event Windstream believes a complete answer to any of these initial data requests will require the disclosure of confidential data or is otherwise objectionable, please notify counsel to Brandenburg sufficiently in advance of the date such responses are due so that appropriate interim arrangements can be made pending Commission ruling upon any motion for confidential treatment or motion for protective order that Windstream may believe is necessary.

REQUEST NO. 1: Explain in detail how traffic that is originated by Windstream's Elizabethtown end-user customers and destined for an MCI metro telephone number that is rate-centered at Elizabethtown but homed behind an AT&T Louisville tandem is delivered to MCI metro.

RESPONSE:

REQUEST NO. 2: Please identify and produce all agreements pursuant to which the traffic identified in Request No. 1, above, is delivered to MCImetro. Please also specify the relevant sections of any agreement you identify in response to this data request.

RESPONSE:

REQUEST NO. 3: Admit that Windstream is not currently offering and has not provided a tariffed service pursuant to which Brandenburg-originated traffic may be routed through Windstream for delivery to a third-party carrier whose terminating telephone number is designated for routing via a tandem other than Windstream's Elizabethtown tandem. If you do not so admit, please identify any applicable tariff(s) by title and applicable section number.

RESPONSE:

REQUEST NO. 4: Admit that Brandenburg-originated traffic destined for telephone numbers that are designated for routing via an AT&T Louisville tandem is not transit traffic as Windstream has defined transit traffic in its interconnection agreement(s) with MCImetro or in existing Windstream tariffs. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 5: Admit that Windstream's claim for compensation in this matter is not based upon the tariff that is the subject of dispute in pending Commission Case No. 2007-00004. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 6: Admit that, with respect to the exchange of its end-users' traffic destined for internet service providers ("ISPs"), Windstream has no obligation to bear the cost of establishing traffic exchange facilities outside of its network. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 7: Admit that, with respect to the exchange of traffic destined for competitive local exchange carriers ("CLECs"), Windstream has no obligation to bear the cost of establishing traffic exchange facilities outside of Windstream's network. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 8: Identify and produce all Kentucky-applicable agreements or other arrangements, if any, whereby Windstream has agreed to bear the cost of establishing traffic exchange facilities with an ISP or CLEC outside of Windstream's network.

RESPONSE:

REQUEST NO. 9: Explain in detail the circumstances, if any, under which you believe it is appropriate for Windstream to bear any cost of establishing any trunking facilities to exchange traffic with an ISP or a CLEC at a point of interface located outside of Windstream's network.

RESPONSE:

REQUEST NO. 10: Identify any contractual or other obligation that obligates MCImetro to establish dedicated trunking facilities to a Windstream end-office once the volume of traffic being exchanged between MCImetro and a Windstream end-office reaches a particular volume for a particular period of time. (If you identify any such contractual obligation, please identify the relevant contractual provisions, and please produce a copy of the relevant agreement(s).)

RESPONSE:

REQUEST NO. 11: Admit that it is appropriate for an ISP or a CLEC to establish dedicated facilities for the exchange of traffic with an ILEC once the volume of traffic being

exchanged reaches 300,000 minutes of traffic per month. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 12: Admit that, given the volume of traffic being exchanged monthly between Brandenburg and MCImetro, it is appropriate for MCImetro to immediately establish dedicated facilities for the exchange of that traffic. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 13: Explain in detail the basis for your claim that Windstream is entitled to compensation for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and MCImetro.

RESPONSE:

REQUEST NO. 14: Explain in detail the basis for your claim that Windstream is entitled to interest payments for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other

documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and/or MCImetro.

RESPONSE:

REQUEST NO. 15: Explain in detail the basis for your claim that Windstream is entitled to attorneys' fees for the allegedly unauthorized use of its network by Brandenburg and/or MCImetro. In conjunction with this explanation, produce all cost studies, calculations, and other documentation that supports any compensation you seek from Brandenburg and/or MCImetro, and identify the amount of compensation owed by each of Brandenburg and/or MCImetro.

RESPONSE:

REQUEST NO. 16: Admit that Windstream does not seek compensation for the use of any network facilities on Brandenburg's side of the point of interface between Brandenburg and Windstream. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 17: Admit that Windstream does not seek compensation for the use of any network facilities on Brandenburg's side of the point of interface between Brandenburg and Windstream's Elizabethtown tandem. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 18: Admit that Windstream's existing agreements with MCImetro do not address the question of what compensation may be due to Windstream as a result of Windstream's delivery of Brandenburg-originated traffic to MCImetro. If you do not so admit, please explain in detail the basis for that denial, and identify any provision of any existing agreement that is relevant to your refusal to so admit.

RESPONSE:

REQUEST NO. 19: Admit that non-transit traffic such as that at issue in this dispute is not addressed in Windstream's existing agreements with MCImetro. If you do not so admit, please explain in detail the basis for that denial, and identify any provision of any existing agreement that is relevant to your refusal to so admit.

RESPONSE:

REQUEST NO. 20: Explain in detail how traffic that is originated by Brandenburg's end-user customers and destined for an MCImetro telephone number that is rate-centered at Elizabethtown but homed behind an AT&T Louisville tandem is currently being delivered to MCImetro by Windstream.

RESPONSE:

REQUEST NO. 21: Admit that Windstream's Elizabethtown tandem and Windstream's Elizabethtown end office are served by the same Windstream switch. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

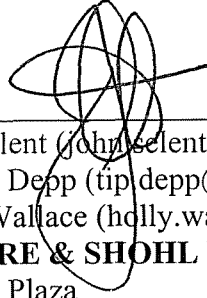
REQUEST NO. 22: Admit that the switch or switches serving Windstream's Elizabethtown tandem and Elizabethtown end office are colocated in the same physical location. If you do not so admit, please explain in detail the basis for that denial.

RESPONSE:

REQUEST NO. 23: If you deny Request No. 19, above, admit that Windstream's existing agreement(s) with MCImetro offer to provide MCImetro a service by which Windstream will deliver third-party LEC transit traffic to MCImetro and identify any provision of any existing agreement that is relevant to your admission. If you do not so admit, please explain in detail the basis for that denial (including the basis for your denying both Request No. 19 and this request), and identify any provision of any existing agreement that is relevant to your refusal to so admit.

RESPONSE:

Respectfully submitted,



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Edward T. Depp (tip.depp@dinslaw.com)
Holly C. Wallace (holly.wallace@dinslaw.com)

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Counsel to Brandenburg Telephone Company

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on the following by first-class United State mail, sufficient postage prepaid, this 17th day of July, 2008.

Bruce F. Clark Esq.
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Counsel to MCI metro



Counsel to Brandenburg Telephone Company