

EAST KENTUCKY NETWORK
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November 1, 2006

RECEIVED

NOV 02 2006

PUBLIC SERVICE
COMMISSION

Elizabeth O'Donnell, Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
PO Box 615
Frankfort, KY 40602

Re: *Interconnection Agreement Between East Kentucky Network, LLC, d/b/a Appalachian Wireless, and Thacker-Grigsby Telephone Company, Gearheart Communications d/b/a Coalfields Telephone Company, Mountain Rural Telephone Cooperative, Peoples Rural Telephone Cooperative, and Foothills Rural Telephone Cooperative (Collectively, "Partners")*

By Overnight Delivery

Dear Ms. O'Donnell:

I became aware that interconnection agreements negotiated between Appalachian Wireless and the Partners (identified above) had inadvertently failed to be filed with this Commission. Appalachian Wireless and the Partners entered into these Agreements effective August 2004 and the Agreements have been unchanged since that time. These agreements reflect the voluntary negotiations between Appalachian Wireless and each of the Partners, pursuant to §252(a) of the Telecommunications Act of 1996 ("Act"), and are being submitted to the Kentucky Public Service Commission pursuant to § 252(e) of the Act.

Please contact me at 800-438-2355 with any questions.

Sincerely,

Gerald Robinette
General Manager/CEO

Enclosures

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION AND
RECIPROCAL COMPENSATION FOR TRANSPORT AND TERMINATION OF PUBLIC SERVICE
TELECOMMUNICATIONS TRAFFIC COMMISSION
(CMRS-LEC AGREEMENT)

This Agreement, effective this 1st day of August, 2004, is made and entered into by and between East Kentucky Network, LLC d/b/a Appalachian Wireless, a limited liability company organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as EKN) and Coalfields Telephone Company, Inc. a corporation organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as CTC), as follows:

WITNESSETH:

WHEREAS, EKN is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, CTC is a local exchange carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, EKN desires to connect its facilities to those of CTC in accordance with the terms and conditions of this Agreement and interchange traffic for the provision of telecommunications service, and

WHEREAS, CTC is willing to provide such connection and interchange traffic for the provision of telecommunications service as provided herein;

NOW, THEREFORE, in consideration of the premises hereinafter contained, CTC and EKN hereby agree as follows:

1. DESCRIPTION OF SERVICE

- 1.1 This Agreement provides CTC equipment, facilities and services (referred to as "Service") for the interconnection and interchange of domestic public cellular radio telecommunications trafficked between EKN and CTC.
- 1.2 Service will be provided by an end office Type 1 interconnection arrangement as defined in Bell Communications Research publication TR-NPL-00145.
- 1.3 This Type 1 interconnection provides for the termination of EKN originated calls to directory numbers in the local calling area (including EAS) of the specific CTC exchange(s) and for the origination of calls from directory numbers in the local calling area (including EAS) of the specific CTC

exchange(s) that can be terminated directly to EKN customers via the connecting trunks provided pursuant to this Agreement.

- 1.4 Directory listings of EKN customers in CTC directories are not included in the Service provided pursuant to this Agreement.

2. SERVICE PROVISION

- 2.1 Connecting trunks between any CTC central office and the EKN Mobile Telephone Switching Office (MTSO) will be provided as mutually agreed to by the Parties.
- 2.2 Service will be provided by EKN placing an order to CTC using the normal CTC ordering procedures for connecting trunks between the CTC central office and the EKN MTSO.
- 2.3 Signaling arrangements, digit out pulsing, answer and disconnect supervisory signaling and other equipment interconnection features will be as mutually agreed to by the Parties.

3. TROUBLE REPORTING, TESTING AND PROTECTION

- 3.1 In order to facilitate reporting of troubles and interruptions and to coordinate the restoration of Service provided to EKN by CTC under this Agreement, CTC will designate a Trouble Reporting Control Office (TRCO) and furnish to EKN a telephone number for such TRCO. Where possible, CTC will provide EKN a seventy-two (72) hour advance notice of scheduled service interruptions affecting EKN operations.
- 3.2 When EKN reports a trouble or interrupted condition, it will first have used its best efforts to isolate the problem to the facilities of CTC.
- 3.3 EKN and CTC will make cooperative tests, as appropriate, to minimize trouble and interrupted conditions.
- 3.4 The characteristics and methods of operation of any circuits, facilities or equipment of EKN connected with circuits, facilities or equipment of CTC pursuant to this Agreement shall not interfere with or impair other services of CTC or its connecting and concurring carriers involved in such services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or to the public.

- 3.5 If such characteristics or methods of operation are not in accordance with Paragraph 3.4 above, CTC will notify EKN of such discrepancy and non-compliance. EKN shall work diligently to correct any discrepancy or non-compliance. EKN shall immediately cease and desist any operation that interferes with or impairs the normal provisioning of telephone service to CTC customers.

4. RATES AND CHARGES

- 4.1 EKN is responsible for the payment of all rates, charges and deposits due to CTC under the terms of this Agreement.
- 4.2 Charges for Service provided pursuant to this Agreement shall consist of:
- (a.) switched usage charges for terminating EKN traffic on the local exchange network,
 - (b.) monthly recurring charges for connecting trunks between CTC central offices and the EKN MTSO at the approved tariff rates in the intrastate access tariff of CTC, and
 - (c.) non-recurring and/or special construction charges as may be applicable to services or facilities requested by EKN.
- 4.3 Switched usage charges for the termination of EKN originated traffic interchanged with CTC and destined to points on the local exchange network will be on an access minutes of use basis. Such traffic destined to points within the local calling scope of the CTC central offices serving EKN will be at the rate of:
- Switched Usage Rate: \$0.0150
- 4.4 In the event that terminating access minutes cannot be measured, either on a temporary or permanent basis, the Parties will negotiate an assumed monthly minutes of use for purposes of Paragraph 4.2.
- 4.5 Monthly recurring charges, non-recurring charges and special construction charges for connecting trunks, special construction and other services and facilities as requested by EKN, will be invoiced to EKN at tariff or other applicable rates in accordance with normal CTC billing procedures. The charges for connecting trunks within the EAB are shown on Exhibit No. 1, attached hereto and made a part hereof.

- 4.6 Exhibits to the Agreement may be added, deleted or modified as necessary to reflect changes in facilities requested, central office connections or changes in approved tariff rates.

5. DEPOSIT

Since EKN has established a satisfactory credit rating with CTC, no deposit will be required for Service provided pursuant to this Agreement.

6. BILLING AND PAYMENT

- 6.1 CTC will submit to EKN, no later than the tenth (10th) day of each month an invoice for the Service provided hereunder for the proceeding month pursuant to the rates and charges contained in Paragraph 4.
- 6.2 Payment is due upon receipt of invoice and considered past due in not received within thirty (30) days of the invoice date.
- 6.3 A delinquent charge of twelve percent (12%) per annum will be imposed on undisputed amounts past due.

7. MISCELLANEOUS

- 7.1 The performance of the Parties under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the reasonable control of the Parties.
- 7.2 Each Party agrees to indemnify and hold harmless the other Party for libel, slander, copyright, trademark or patent infringement arising from the provision of Service hereunder and claims for injuries or damages for the negligent or willful actions of the employees, agents, contractors or representatives of the indemnifying Party.
- 7.3 All information furnished by one Party to the other and identified as confidential by the furnishing Party, will not be distributed, provided or disclosed by the other Party except by order of a court or regulatory body of competent jurisdiction.
- 7.4 This Agreement may not be assigned by either Party without the written permission of the other Party, which shall not be unreasonably withheld.
- 7.5 All notices, demands, or requests which may be given by one Party to the other under this Contract (other than trouble reports and notice of interruption

pursuant to Paragraph 3) shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage, prepaid, in the United States Mail via certified mail return receipt requested, or sent via telex, telefax or cable, and addressed as follows:

Coalfields Telephone Company, Inc.
P.O. Box 160
Harold, KY ~~41363~~
41635

And to EKN, addressed as follows:

East Kentucky Network, LLC d/b/a Appalachian Wireless
P.O. Box 405
Prestonsburg, KY 41653

8. TERMINATION

- 8.1 The initial term of this Agreement shall be for one (1) year beginning with the effective date shown above and shall automatically renew for successive one (1) year terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of any term, or as otherwise provided herein.
- 8.2 This Agreement shall terminate immediately upon the suspension, revocation or termination of the license or other authorization of EKN to provide Commercial Mobile Radio Services in the geographic area of CTC.
- 8.3 This Agreement may be terminated by CTC upon not less than thirty (30) days written notice to EKN, for failure to pay undisputed amounts past due CTC pursuant to the provisions of this Agreement.
- 8.4 This Agreement may be terminated at any time mutual consent of both Parties and written notification thereof.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on
this 14th day of July, 2004.

East Kentucky Network, LLC
d/b/a Appalachian Wireless

By: Laura Phipps

Printed: Laura Phipps

Title: General Manager

Coalfields Telephone
Company, Inc.

By: Paul D. Gearheart

Printed: PAUL D. GEARHEART

Title: VICE PRESIDENT