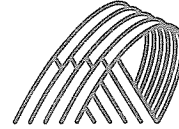


EAST KENTUCKY NETWORK  
101 TECHNOLOGY TRAIL  
IVEL, KY 41642  
PHONE: (606) 874-7550  
FAX: (606) 874-7551  
EMAIL: INFO@EKN.COM  
WEBSITE: WWW.EKN.COM

EAST KENTUCKY  
NETWORK



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

RECEIVED

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

NOV 02 2006  
 PUBLIC SERVICE  
 COMMISSION

This Agreement, effective this 1 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 Mountain Rural Telephone Cooperative Corporation, Inc. a corporation organized under the laws of the Commonwealth of Kentucky (hereinafter referred to as MRTC), 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, MRTC 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 MRTC in accordance with the terms and conditions of this Agreement and interchange traffic for the provision of telecommunications service, and

WHEREAS, MRTC 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, MRTC and EKN hereby agree as follows:

1. DESCRIPTION OF SERVICE

- 1.1 This Agreement provides MRTC equipment, facilities and services (referred to as "Service") for the interconnection and interchange of domestic public cellular radio telecommunications trafficked between EKN and MRTC.
- 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 MRTC exchange(s) and for the origination of calls from directory numbers in the local calling area (including EAS) of the specific MRTC

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 MRTC directories are not included in the Service provided pursuant to this Agreement.

## 2. SERVICE PROVISION

- 2.1 Connecting trunks between any MRTC 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 MRTC using the normal MRTC ordering procedures for connecting trunks between the MRTC 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 MRTC under this Agreement, MRTC will designate a Trouble Reporting Control Office (TRCO) and furnish to EKN a telephone number for such TRCO. Where possible, MRTC 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 MRTC.
- 3.3 EKN and MRTC 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 MRTC pursuant to this Agreement shall not interfere with or impair other services of MRTC 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, MRTC 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 MRTC customers.

#### 4. RATES AND CHARGES

- 4.1 EKN is responsible for the payment of all rates, charges and deposits due to MRTC 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 MRTC central offices and the EKN MTSO at the approved tariff rates in the intrastate access tariff of MRTC, 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 MRTC 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 MRTC 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 MRTC billing procedures. The charges for connecting trunks between West Liberty cell site and West Liberty Central Office are as 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 MRTC, no deposit will be required for Service provided pursuant to this Agreement.

## 6. BILLING AND PAYMENT

- 6.1 MRTC will submit to EKN, no later than the tenth (10<sup>th</sup>) 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:

Mountain Rural Telephone Cooperative Corp, Inc.  
Main Street      **P.O. Box 399**  
West Liberty, KY 41472

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 MRTC.
- 8.3 This Agreement may be terminated by MRTC upon not less than thirty (30) days written notice to EKN, for failure to pay undisputed amounts past due MRTC 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 23rd day of July, 2004.

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

By: Laura Phipps

Printed: Laura Phipps

Title: General Manager

Mountain Rural Telephone  
Cooperative Corporation, Inc.

By: W A Gillum

Printed: W. A. Gillum

Title: General Manager