

**Dinsmore & Shohl** LLP  
ATTORNEYS

Edward T. Depp  
502-540-2347  
tip.depp@dinslaw.com

RECEIVED

JUL 31 2008

PUBLIC SERVICE  
COMMISSION



July 31, 2008

**VIA HAND DELIVERY**

Hon. Stephanie Stumbo  
Executive Director  
Public Service Commission  
of the Commonwealth of Kentucky  
211 Sower Blvd.  
Frankfort, KY 40601

***Re: In the Matter of An Investigation Into the Traffic Dispute Between  
Windstream Kentucky East, LLC, Brandenburg Telephone Company and  
MCI metro Access Transmission Services, LLC d/b/a Verizon Access, Case  
No. 2008-00203***

Dear Ms. Stumbo:

Enclosed for filing in the above-referenced case please find one original and eleven (11) copies of the following documents:

1. Brandenburg Telephone Company's Responses to Windstream Kentucky East LLC's Data Requests and Requests for Production of Documents;
2. Brandenburg Telephone Company's Responses to MCI metro Access Transmission Services, LLC's Data Requests; and
3. Brandenburg Telephone Company's Responses to Commission Staff's Data Requests.

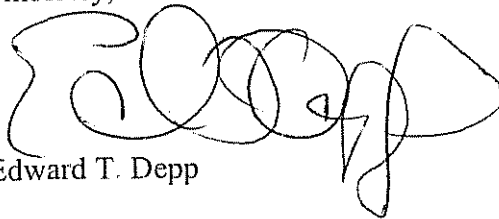
Please file-stamp one copy of each document and return them to our courier.

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202  
502 540 2300 502 585 2207 fax www.dinslaw.com

Hon. Stephanie Stumbo  
July 31, 2008  
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read "E. Depp", with a stylized flourish at the end.

Edward T. Depp

ETD/lb  
Enclosures

cc: John E. Selent, Esq. *(w/encl.)*  
All Parties of Record *(w/encl.)*

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RECEIVED

JUL 31 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 )  
TELEPHONE COMPANY AND MCIMETRO )  
ACCESS TRANSMISSION SERVICES, LLC )  
D/B/A VERIZON ACCESS )

Case No. 2008-00203

**BRANDENBURG TELEPHONE COMPANY’S RESPONSES TO  
WINDSTREAM KENTUCKY EAST, LLC’S DATA REQUESTS  
AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

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 files its responses to Windstream Kentucky East, LLC’s (“Windstream”) Data Requests. In response to those data requests, Brandenburg states as follows.

**REQUEST NO. 1:** Please identify and describe the circumstances (including approximate date, reasons and source of information) under which Brandenburg first began delivering traffic to Verizon through Windstream’s end office in Elizabethtown, Kentucky.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please refer to Brandenburg’s Formal Complaint against MCIMetro Access Transmission Services, LLC and Windstream Kentucky East, LLC (Case No. 2008-00239) (the “Complaint”).

**REQUEST NO. 2:** Please identify and describe the circumstances (including production of all referencing internal memoranda and other documents) under which Brandenburg selected delivery of traffic to Verizon through Windstream's end office instead of a tandem.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects to this question because Brandenburg does not endorse the factual predicate of the question. Without waiving its objection, Brandenburg states that it never "selected delivery of traffic" with respect to a Windstream end office. Instead, when instructed by Windstream to deliver traffic to its Elizabethtown switch, Brandenburg did so through the only existing facilities connecting the parties. Please also refer to the documentation attached hereto as Exhibit 2, as well as Brandenburg's Complaint, including all attachments thereto. Brandenburg is not aware of any other responsive documentation.

**REQUEST NO. 3:** Please identify all calculations, memoranda, and other documents estimating or determining the costs to be incurred by Brandenburg to route - either indirectly through Louisville or directly - the traffic originated by Brandenburg's end users to Verizon.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any responsive calculations, memoranda, or documents other than its Complaint, including all attachments thereto, and the documentation attached as Exhibit 2 of these responses.

**REQUEST NO. 4:** Please identify all steps, if any, taken by Brandenburg from January 2005 to date to reroute, or attempt to reroute, the traffic being delivered to Verizon through Windstream's Elizabethtown end office away from Windstream's network.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please refer to Brandenburg's Complaint, including all attachments thereto. Please also refer to the documentation attached hereto as Exhibit 2.

**REQUEST NO. 5:** Please identify all instances in which Verizon has acknowledged to Brandenburg that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** At this time, Brandenburg is not aware of any such instances.

**REQUEST NO. 6:** Please identify all instances in which Brandenburg has acknowledged to Verizon or any other entity that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects to this question because Brandenburg does not endorse the factual predicate of the question. Without waiving this objection, please refer to Brandenburg's

Complaint, including all exhibits thereto. Please also refer to Brandenburg's response to Commission Request No. 1.

**REQUEST NO. 7:** Please identify all instances in which Verizon has acknowledged to Brandenburg any responsibility on Verizon's part to compensate either Brandenburg or Windstream, or both, for the use of Windstream's network used to route the traffic from Brandenburg to Verizon. Please describe in detail the circumstances involved in such acknowledgement.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** At this time, Brandenburg is not aware of any such instances.

**REQUEST NO. 8:** Please identify all documents stating Brandenburg's position that the traffic currently routed from Brandenburg to Verizon through Windstream's Elizabethtown end office should, according to industry routing protocols, be routed to the Louisville Tandem.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please see Brandenburg's response to Commission Request No. 1.

**REQUEST NO. 9:** Please identify in detail all facilities between any portion of the Brandenburg network and any portion of the AT&T network in Louisville, Kentucky. Please include the capacity of facility (*e.g.*, DS1, DS3, OC3, OC12, etc.), the hour-by-hour usage on any such facilities for the past seven days, and the nature or jurisdiction of the traffic delivered over such facilities (*e.g.*, EAS, local, intraLATA toll, etc.).

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects that this request is unduly burdensome insofar as it seeks hour-by-hour usage of the subject facilities. Without waiving this objection, Brandenburg refers Windstream to its response to MCImetro Data Request Nos. 9 and 10.

Brandenburg further states that, pursuant to NECA Tariff 4 (the wire center tariff that governs the provision of jointly-provisioned meet point circuits between two or more carriers), Brandenburg provides 11% of the thirty mile route between its Radcliff wire center and the Louisville wire center served by AT&T. Pursuant to that same tariff, these facilities carry interstate and intrastate switched access and/or special access traffic depending upon the requirement of the customer of the facilities.

**REQUEST NO. 10:** Please identify in detail the steps required by Brandenburg to change the routing of the Verizon dial-up ISP traffic from the Windstream Elizabethtown end office to the AT&T Louisville tandem. Please include the number of minutes each would require.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please refer to Brandenburg's response to Request No. 11, below. Brandenburg further notes that it is presently unable to estimate the time associated with rerouting MCImetro's dial-up ISP traffic. Regardless, Brandenburg notes that, in addition to the time it would take to reroute the traffic, it would take a significant amount of time to deal with an increased amount of customer confusion regarding which telephone numbers should be dialed as toll calls and which should be dialed as non-toll calls. Rerouting the traffic as non-toll, as described below, is not possible because MCImetro has provided no facilities over which Brandenburg could deliver this toll

traffic to MCImetro, and there are no non-toll facilities between Brandenburg and AT&T in Louisville.

**REQUEST NO. 11:** With respect to your response to the foregoing data request, please identify the difference in the steps You believe are needed to reroute the traffic in questions as toll and as non-toll.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects that the phrase "difference in the steps" is unduly vague and ambiguous. Without waiving its objection, Brandenburg states as follows.

To reroute MCImetro traffic as toll traffic:

- *Step 1:* Remove LRN from the ETET, RDET, and VGET class of service screens (CLS USCRC);
- *Step 2:* Add all ported local telephone numbers to three local standard pretranslation tables (STDPRTCT) to convert the numbers to a ten-digit long distance call; and
- *Step 3:* Redirect any seven-digit calls to those same numbers to a "Cannot be completed as dialed" announcement.

\* Brandenburg notes that this procedure implies a knowledge of all telephone numbers that should be redirected as toll calls. Obviously, the scope of numbers could change over time, and there is no existing mechanism by which Brandenburg can verify and ensure that only the appropriate numbers are routed as toll calls.



To reroute MCImetro traffic as nontoll traffic: There is no way to accomplish this task because MCImetro has provided no facilities over which Brandenburg could deliver this toll traffic to MCImetro, and there are no non-toll facilities between Brandenburg and AT&T in Louisville.

**REQUEST NO. 12:** Please identify the name and contact information for each Brandenburg translations engineer or other employee, contractor, or consultant responsible for accomplishing the routing changes referenced in the foregoing data requests.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** G. T. Lewis (Central Office Manager). Brandenburg's employees should not be contacted, except through counsel to Brandenburg.

**REQUEST NO. 13:** Please identify all routing and other translations work undertaken by any Brandenburg employee, contractor, or consultant since 2005 with respect to traffic exchanged between Brandenburg and Verizon.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg does not keep this information in the ordinary course of business. Please refer to Brandenburg's Complaint and the documents being produced in response to Request No. 2, above.

**REQUEST NO. 14:** Please identify all Brandenburg employees, contractors, or consultants having access to the Local Exchange Routing Guide ("LERG") and any internal policies or procedures used by Brandenburg with respect to routing traffic pursuant to LERG.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please see Brandenburg's response to Request No. 12, above. Brandenburg has no formal policies or procedures with respect to routing traffic; however, to the extent that this request seeks information related to the routing of the traffic at issue in this matter, Brandenburg refers Windstream to the documents produced in response to Request No. 2, above.

**REQUEST NO. 15:** [*The original requests contained no Request No. 15.*]

**REQUEST NO. 16:** Please identify the Brandenburg employee(s) or contractor(s) responsible for establishing the initial routing of Brandenburg's traffic through Windstream's Elizabethtown end office.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** This traffic has been routed in this manner for approximately fifty years, and Brandenburg does not recall the name of the employee(s) and/or contractor(s) who initially established the routing.

**REQUEST NO. 17:** Please identify in detail all arrangements – whether direct or indirect – between Brandenburg and any other telecommunications provider in Kentucky. Please include the CLLI code of the Brandenburg originating switching office, the CLLI code of the terminating

switch, and the CLLI code of the switch to which Brandenburg delivers the traffic. Please identify all compensation arrangements associated with the traffic.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** To the extent that this request seeks information regarding Brandenburg's exchange of traffic with carriers not a party to this matter, Brandenburg objects that this Request is overly broad, unduly burdensome, and not reasonably likely to lead to admissible evidence. Brandenburg further objects that the words "all arrangements," "direct or indirect," and "telecommunications provider" are unduly vague and ambiguous. Without waiving these objections, Brandenburg refers Windstream to its response to MCImetro Data Request Nos. 9 and 10. To the extent that this request seeks information regarding Brandenburg's contractual arrangements with carrier not a party to this matter, Brandenburg states that: (i) all interconnection agreements are presently on file with the Commission; and (ii) none of Brandenburg's EAS agreements with any other carrier provide for the payment of any compensation for the termination of EAS traffic. Any CLLI codes that Windstream may seek are publicly available through numerous sources.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 18:** Please produce all documents identified, referenced, or otherwise implicated by the foregoing data requests and your responses to those data requests.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any such documents that have not been produced.

**REQUEST NO. 19:** Please produce all correspondence or other documents exchanged from January 2005 to date between You and Verizon or prepared by You in consideration of your negotiations with Verizon with respect to routing of traffic. Please include dates of your discussions with Verizon and all requests made by You to Verizon regarding establishment of direct connections between Brandenburg's network and Verizon.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any such documents other than those produced in response to Request No. 2, above.

**REQUEST NO. 20:** Please produce all correspondence, memoranda, emails, notes, and other documents related to complaints You received from customers beginning in 2005 to date related to the routing of traffic or completion of calls between You and Verizon.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any such documents other than those produced in response to Request No. 2, above.

**REQUEST NO. 21:** Please produce all documents related to your actions in response to the routing / call completion complaints referenced in the foregoing request for production.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any such documents other than those produced in response to Request No. 2, above.

**REQUEST NO. 22:** Please produce all spreadsheets, calculations, and other documents related to or otherwise setting forth Brandenburg's estimates and determinations as to the anticipated costs Brandenburg would incur to establish direct connections between its network and that of Verizon in order to reroute the traffic in question away from Windstream's network.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is not aware of any such documents other than those produced in response to Request No. 2, above.

Respectfully submitted,



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John E. Selent  
Holly C. Wallace  
Edward T. Depp  
**DINSMORE & SHOHL LLP**  
1400 PNC Plaza  
500 W. Jefferson Street  
Louisville, Kentucky 40202  
(502) 540-2300  
(502) 585-2207 (fax)

*Counsel to Brandenburg Telephone Company*

**CERTIFICATION**

I hereby certify that I have supervised the preparation of Brandenburg Telephone Company's responses to the initial data requests of Windstream and that the factual responses contained therein (and for which I am designated the responsible witness) are true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry. (Legal counsel is responsible for any legal objections.)

*Allison T. Willoughby / by permission hew*  
\_\_\_\_\_  
Allison T. Willoughby,  
Assistant General Manager of Brandenburg  
Telephone Company

Date: 7-31-08

**CERTIFICATE OF SERVICE**

I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 31<sup>st</sup> day of July, 2008.

Bruce F. Clark, Esq.  
Stites & Harbison, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, KY 40602-0634

*Counsel to Windstream*

C. Kent Hatfield, Esq.  
Douglas F. Brent, Esq.  
Stoll Keenon Ogden, PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202

*Counsel to MCImetro*

  
\_\_\_\_\_  
*Counsel to Brandenburg Telephone Company*

135446\_1

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 4:16 PM  
**To:** 'McGolerick, Rick (Rick)'  
**Subject:** RE: EAS - Document Needs to Be Updated

Rick,

I didn't see the diagram of the point of connection. Can you please resend?

Randall

-----Original Message-----

**From:** McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Wednesday, February 21, 2007 3:43 PM  
**To:** Randall Bradley  
**Cc:** Turner, Mark (Mark E Turner); Olson, Lee M (lee); Monroe, John  
**Subject:** FW: EAS - Document Needs to Be Updated  
**Importance:** High

Randall – Please see the attached document per your request I am also including the diagram that shows MCI's proposed point of connection.

*Rick McGolerick*  
*National Carrier Contracts and Initiatives*  
*(703) 749-7338*



-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@mci.com]  
**Sent:** Thursday, April 06, 2006 9:03 AM  
**To:** 'Steven Watkins'; 'Randall Bradley'  
**Cc:** Mark Turner; John Monroe (john.monroe@mci.com)  
**Subject:** RE: EAS - Document Needs to Be Updated  
**Importance:** High

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

7/23/2008



**From:** Steven Watkins [mailto:sewatkins@Independent-Tel.com]  
**Sent:** Tuesday, April 04, 2006 2:13 PM  
**To:** Rick McGolerick  
**Cc:** 'Randall Bradley'  
**Subject:** Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins  
Telecommunications Management Consultant

Rick McGolerick wrote:  
Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Friday, March 23, 2007 10:05 AM  
**To:** 'McGolerick, Rick (Rick)'  
**Cc:** 'Steven Watkins'  
**Subject:** EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28<sup>th</sup> at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley  
270-422-2121

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 10:55 AM  
**To:** 'Rick McGolerick'  
**Subject:** FW: [Fwd: Brandenburg LNP Query]

-----Original Message-----

**From:** George Lewis [mailto:gtlewis@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 8:14 AM  
**To:** Randall Bradley  
**Subject:** [Fwd: Brandenburg LNP Query]

----- Original Message -----

**Subject:** Brandenburg LNP Query  
**Date:** Thu, 15 Feb 2007 12:24:44 -0500  
**From:** Williams, Steven G <[Steven.G.Williams@windstream.com](mailto:Steven.G.Williams@windstream.com)>  
**To:** <[troynevitt@bbtel.com](mailto:troynevitt@bbtel.com)>, <[gtlewis@bbtel.com](mailto:gtlewis@bbtel.com)>  
**CC:** Gilmer, Ted A <[Ted.A.Gilmer@windstream.com](mailto:Ted.A.Gilmer@windstream.com)>, Fuller, Anthony  
<[Anthony.Fuller@windstream.com](mailto:Anthony.Fuller@windstream.com)>

During a four day audit of traffic in the Elizabeth office, we discovered that Brandenburg Telephone is sending thousands of calls over its ICO trunk groups for calls that do not terminate to Windstream. This is mainly due to the fact that Brandenburg Telephone is not completing LNP queries. Your CLEC originated traffic appears to have already completed the LNP query.

Windstream's Elizabethtown end office completed approximately 12,000 LNP queries, and transited over 866,528 MOU (Minutes Of Use) for calls originated from Brandenburg Telephone.

Since the traffic is intraLATA and your switch is capable, Brandenburg Telephone must complete its own LNP dips, and as the industry standard, route the call based on the LRN

Brandenburg Telephone needs to complete this work before Friday, February 23, 2007. On Monday, February 26, Windstream will implement the necessary translations changes on the Brandenburg Telephone trunk groups to correct this problem and allow only traffic that has completed the LNP query to terminating to the Windstream Elizabethtown office.

Please contact me if you would like to discuss.  
Thanks,  
Steven Williams  
Staff Manager - Translations Engineering

7/23/2008

Windstream Communication  
704-845-7258  
[steven.g.williams@windstream.com](mailto:steven.g.williams@windstream.com)



\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or attachments, and that you delete them without copying or sending them to anyone else

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Friday, March 02, 2007 11:06 AM  
**To:** 'McGolerick, Rick (Rick)'  
**Cc:** 'Steven Watkins'  
**Subject:** RE: eas agreement

Rick,

There should be a definition for Local Internet Traffic (this concept was added somewhere along the way, and apparently the definition was not added here). That definition should be:

"Local Internet Traffic" means any ISP traffic that is originated by a Customer of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's EAS calling area(s). For purposes of this Agreement, Local Internet Traffic includes ISP Traffic between the specific Local Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this Agreement.

Regarding what was the original language regarding the cost of additional trunking (presumably to service one-way traffic to ISPs) included in Section 3.5.4, that specific provision was deleted because all of the terms have been adjusted to reflect the fact that the Point of Interconnection will be at the Radcliff tandem (Brandenburg would not incur additional trunking costs to be addressed by the now deleted phrase). In that case, as the language of the latest version states, each party is responsible for the facilities on their side of the POC and the additional cost of trunking concept is not needed.

Let me know if there is additional clarification needed or any more questions.

Thanks,

Randall

-----Original Message-----

**From:** McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Wednesday, February 28, 2007 3:03 PM  
**To:** Randall Bradley  
**Subject:** RE: eas agreement

Randall – In the document you sent back to me "Local Internet Traffic" is not defined. Can you please define or should that term be removed? Also, in the pre redline agreement you sent there was language referencing compensation for the cost of additional trunking facilities (Section 3.5.4). Please send me a

breakdown of what these costs are?

Thanks.

*Rick McGolerick*  
*National Carrier Contracts and Initiatives*  
*(703) 749-7338*



-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]

**Sent:** Friday, February 23, 2007 11:00 AM

**To:** McGolerick, Rick (Rick)

**Cc:** 'Steven Watkins'

**Subject:** eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall  
270-422-2121

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Friday, April 07, 2006 3:29 PM  
**To:** 'Rick McGolerick'; 'Steven Watkins'  
**Cc:** 'Mark Turner'; 'John Monroe'  
**Subject:** RE: EAS - Document Needs to Be Updated

Rick,

I had several things going this week and most of next week is accounted for. If MCI wants Brandenburg to do this, it could take up to two weeks for me to get this done. Let me know what you want us to do.

Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Thursday, April 06, 2006 9:03 AM  
**To:** 'Steven Watkins'; 'Randall Bradley'  
**Cc:** Mark Turner; John Monroe  
**Subject:** RE: EAS - Document Needs to Be Updated  
**Importance:** High

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it

-----Original Message-----

**From:** Steven Watkins [mailto:sewatkins@Independent-Tel.com]  
**Sent:** Tuesday, April 04, 2006 2:13 PM  
**To:** Rick McGolerick  
**Cc:** 'Randall Bradley'  
**Subject:** Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins  
Telecommunications Management Consultant

Rick McGolerick wrote:  
Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]

**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

*Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.*

Randall



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, January 03, 2006 4:42 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Mark Turner'; 'John Monroe'  
**Subject:** RE: Brandenburg/MCI EAS Agreement

Rick,

All parties with Brandenburg Telephone Co. would be available to discuss the EAS agreement on Monday morning Jan. 9<sup>th</sup> at 10:00 E.S.T. If this time works for MCI, please let me know and I will get a conference bridge set up. If this does not work for MCI, let me now and we will try to come up with a couple more potential dates. Thanks.

Randall Bradley  
270-422-2121

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@mci.com]  
**Sent:** Tuesday, December 13, 2005 11:34 AM  
**To:** 'Randall Bradley'  
**Cc:** Mark Turner; John Monroe  
**Subject:** Brandenburg/MCI EAS Agreement  
**Importance:** High

Randall – I am attaching a red line version of the EAS agreement you sent MCI for discussion purposes only. We need to discuss the EAS language in more detail for a better understanding of what Brandenburg's intent is. Please review and let me know when you are free to discuss. Thanks

Rick  
703 749 7338

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, January 23, 2006 3:27 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Mark Turner'  
**Subject:** RE: EAS Agreement and BLOCKING

Rick,

I have a draft of our response back to concerning the EAS agreement. I'm awaiting one person's review of the draft before I can get it to you. I'll send it over to you as soon as this review is completed. Thanks

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]  
**Sent:** Friday, January 20, 2006 2:11 PM  
**To:** 'Randall Bradley'  
**Cc:** Mark Turner  
**Subject:** RE: EAS Agreement and BLOCKING  
**Importance:** High

Randall – Following up our call yesterday. When can we expect a response regarding the EAS agreement? More importantly though, our customer is still receiving complaints regarding blocking that has been going on since September. We need an interim solution while the agreement is being worked out. Can you please respond ASAP? Thanks.

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, September 08, 2005 9:31 AM  
**To:** rick.mcgolesrick@mci.com  
**Subject:** EAS Agreement

Rick,

Attached is our standard EAS agreement that we have with several providers. After review, please give me a call if you have any questions. Thanks.

Randall Bradley  
270-422-2121  
270-422-4448 Fax

Brandenburg Telephone Co.  
200 Telco Drive  
Brandenburg, KY 40108

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, June 09, 2008 5:00 PM  
**To:** 'McGolerick, Rick (Rick)'  
**Cc:** 'Turner, Mark (MarkETurner)'  
**Subject:** RE: POI Proposal

Rick,  
Brandenburg Telephone is not agreeable to the proposal to pay for half of the buildout of Verizon to get to the meet point of Brandenburg Telephone Co. and Windstream. Brandenburg Telephone has offered to provide at our own expense to bring facilities from Brandenburg's office to our current meet point with Windstream which is at the edge of Brandenburg's network in order to meet Verizon. Verizon can either buy special access facilities from another provider to get to this meet point, build out to this meet point, or may elect to purchase special access from Brandenburg Telecom, pursuant to our proposal by email on June 4<sup>th</sup>, in order to get to this meet point with Brandenburg Telephone Co.  
If you have any questions, please give me a call at 270-422-2121.  
Thanks,  
Randall

---

**From:** McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, June 06, 2008 3:46 PM  
**To:** Randall Bradley  
**Cc:** Turner, Mark (MarkETurner)  
**Subject:** POI Proposal  
**Importance:** High

Randall – VzB would be agreeable to build out to Brandenburg under a 50/50 split of the total expense for interconnection under a bill and keep arrangement. Please let me know if this agreeable to Brandenburg.

Thanks.

*Rick McGolerick*  
*National Carrier Contracts and Initiatives*  
*(703) 886 - 4032*



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, June 04, 2008 8:43 AM  
**To:** McGolerick, Rick (Rick)  
**Cc:** Turner, Mark (MarkETurner)

7/23/2008

**Subject:**

Rick,

Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,

Randall Bradley

270-422-2121

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, June 04, 2008 8:43 AM  
**To:** 'McGolerick, Rick (Rick)'  
**Cc:** 'Mark.e.turner@verizonbusiness.com'  
**Subject:**

Rick,  
Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.  
Thanks,  
Randall Bradley  
270-422-2121

---

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]  
Sent: Tuesday, June 03, 2008 5:11 PM  
To: 'McGolerick, Rick (Rick)'  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB

Rick,

I apologize for not getting the email to you today but I will email this to you and Mark first thing tomorrow morning.

Thanks,

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
Sent: Tuesday, June 03, 2008 2:31 PM  
To: Randall Bradley  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB  
Importance: High

Randall - Please cc Mark.e.turner@verizonbusiness.com regarding interconnections options per my 2pm call with Allison, thanks.

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 886 - 4032

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]  
Sent: Monday, June 02, 2008 4:39 PM  
To: McGolerick, Rick (Rick)  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB

Sounds good

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
Sent: Monday, June 02, 2008 3:26 PM  
To: rbradley@bbtel.com  
Cc: Turner, Mark (MarkETurner); Olson, Lee M (lee)  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB  
Importance: High

Please use the bridge number below.

877 695 7193 Participant 336 939

Rick McGolerick  
National Carrier Contracts and Initiatives

(703) 886 - 4032

-----Original Message-----

From: rbradley@bbtel.com [mailto:rbradley@bbtel.com]  
Sent: Monday, June 02, 2008 2:51 PM  
To: McGolerick, Rick (Rick)  
Subject: Re: Brandenburg's Letter Requesting Interconnection with VzB

10:00 tomorrow works well with us  
Sent from my BlackBerry® wireless device provided by Bluegrass Cellular

-----Original Message-----

From: "McGolerick, Rick (Rick)" <rick.mcgolerick@verizonbusiness.com>  
Date: Mon, 02 Jun 2008 16:27:43  
To: Randall Bradley <rbradley@bbtel.com>  
Cc: "Turner, Mark (MarkETurner)" <mark.e.turner@verizonbusiness.com>, "Olson, Lee M (lee)" <lee.olson@verizonbusiness.com>  
Subject: Brandenburg's Letter Requesting Interconnection with VzB

Randall - I am following up on our call today regarding Brandenburg's letter dated May 22, 2008 requesting interconnection with VzB and VzB's response dated May 30, 2008. As we discussed today and stated in our May 30th response VzB is willing to consider using the MCIm/South Central Rural Telephone Interconnection Agreement as a template for discussions with Brandenburg pending agreement on an interconnection point.,

VzB would like to schedule a time to discuss interconnection locations/options with Brandenburg and we are proposing the following days/times. Please let me know what day/time works best for Brandenburg.

- June 3rd - Anytime between 10AM and 3PM EST
- June 4th - Anytime between 10AM and 12PM EST
- June 5th - Anytime between 10AM and 3PM EST
- June 6th - Anytime between 10AM and 3PM EST
- June 9th - Anytime between 10AM and 3PM EST
- June 10th - Anytime between 10AM and 3PM EST

Thanks.

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 886 - 4032

-----  
From: Randall Bradley [mailto:rbradley@bbtel.com]  
Sent: Monday, March 26, 2007 10:42 AM  
To: McGolerick, Rick (Rick)  
Subject: RE: EAS agreement

Rick,

I will check schedules and try to get you a couple of times for next week.

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
Sent: Monday, March 26, 2007 10:33 AM

To: Randall Bradley  
Cc: Steven Watkins; Turner, Mark (Mark E Turner)  
Subject: RE: EAS agreement

Randall - Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 749-7338

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]  
Sent: Friday, March 23, 2007 10:05 AM  
To: McGolerick, Rick (Rick)  
Cc: 'Steven Watkins'  
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley  
270-422-2121



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, March 26, 2007 10:42 AM  
**To:** 'McGolerick, Rick (Rick)'  
**Subject:** RE: EAS agreement

Rick,

I will check schedules and try to get you a couple of times for next week.

Randall

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**Sent:** Monday, March 26, 2007 10:33 AM  
**To:** Randall Bradley  
**Cc:** Steven Watkins; Turner, Mark (Mark E Turner)  
**Subject:** RE: EAS agreement

Randall – Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

*Rick McGolerick*  
*National Carrier Contracts and Initiatives*  
*(703) 749-7338*



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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Friday, March 23, 2007 10:05 AM  
**To:** McGolerick, Rick (Rick)  
**Cc:** 'Steven Watkins'  
**Subject:** EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28<sup>th</sup> at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley  
270-422-2121

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From: Randall Bradley [mailto:rbradley@bbtel.com]  
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To: 'McGolerick, Rick (Rick)'  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB

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To: rbradley@bbtel.com  
Cc: Turner, Mark (MarkETurner); Olson, Lee M (lee)  
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB  
Importance: High

Please use the bridge number below.

877 695 7193 Participant 336 939

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 886 - 4032

-----Original Message-----

From: rbradley@bbtel.com [mailto:rbradley@bbtel.com]  
Sent: Monday, June 02, 2008 2:51 PM  
To: McGolerick, Rick (Rick)  
Subject: Re: Brandenburg's Letter Requesting Interconnection with VzB

10:00 tomorrow works well with us  
Sent from my BlackBerry® wireless device provided by Bluegrass Cellular

-----Original Message-----

From: "McGolerick, Rick (Rick)" <rick.mcgolerick@verizonbusiness.com>  
Date: Mon, 02 Jun 2008 16:27:43  
To: Randall Bradley <rbradley@bbtel.com>  
Cc: "Turner, Mark (MarkETurner)" <mark.e.turner@verizonbusiness.com>, "Olson, Lee M (lee)" <lee.olson@verizonbusiness.com>  
Subject: Brandenburg's Letter Requesting Interconnection with VzB

Randall - I am following up on our call today regarding Brandenburg's letter dated May 22, 2008 requesting interconnection with VzB and VzB's response dated May 30, 2008. As we discussed today and stated in our May 30th response VzB is willing to consider using the MCI/South Central Rural Telephone Interconnection Agreement as a template for discussions with Brandenburg pending agreement on an interconnection point.

VzB would like to schedule a time to discuss interconnection locations/options with Brandenburg and we are proposing the following days/times. Please let me know what day/time works best for Brandenburg.

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June 9th - Anytime between 10AM and 3PM EST  
June 10th - Anytime between 10AM and 3PM EST

Thanks.

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 886 - 4032

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Randall - Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

Rick McGolerick  
National Carrier Contracts and Initiatives  
(703) 749-7338

-----Original Message-----  
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Sent: Friday, March 23, 2007 10:05 AM  
To: McGolerick, Rick (Rick)  
Cc: 'Steven Watkins'  
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley  
270-422-2121



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 10:55 AM  
**To:** 'Rick McGolerick'  
**Subject:** FW: [Fwd: Brandenburg LNP Query]

-----Original Message-----

**From:** George Lewis [mailto:gtlewis@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 8:14 AM  
**To:** Randall Bradley  
**Subject:** [Fwd: Brandenburg LNP Query]

----- Original Message -----

**Subject:** Brandenburg LNP Query  
**Date:** Thu, 15 Feb 2007 12:24:44 -0500  
**From:** Williams, Steven G <Steven.G.Williams@windstream.com>  
**To:** <troynevitt@bbtel.com>, <gtlewis@bbtel.com>  
**CC:** Gilmer, Ted A <Ted.A.Gilmer@windstream.com>, Fuller, Anthony  
<Anthony.Fuller@windstream.com>

During a four day audit of traffic in the Elizabeth office, we discovered that Brandenburg Telephone is sending thousands of calls over its ICO trunk groups for calls that do not terminate to Windstream. This is mainly due to the fact that Brandenburg Telephone is not completing LNP queries. Your CLEC originated traffic appears to have already completed the LNP query.

Windstream's Elizabethtown end office completed approximately 12,000 LNP queries, and transited over 866,528 MOU (Minutes Of Use) for calls originated from Brandenburg Telephone.

Since the traffic is intraLATA and your switch is capable, Brandenburg Telephone must complete its own LNP dips, and as the industry standard, route the call based on the LRN

Brandenburg Telephone needs to complete this work before Friday, February 23, 2007. On Monday, February 26, Windstream will implement the necessary translations changes on the Brandenburg Telephone trunk groups to correct this problem and allow only traffic that has completed the LNP query to terminating to the Windstream Elizabethtown office.

Please contact me if you would like to discuss.  
Thanks,  
Steven Williams  
Staff Manager - Translations Engineering

7/23/2008

Windstream Communication  
704-845-7258  
[steven.g.williams@windstream.com](mailto:steven.g.williams@windstream.com)



\*\*\*\*\*

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or attachments, and that you delete them without copying or sending them to anyone else

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, February 21, 2007 10:55 AM  
**To:** 'Rick McGolerick'  
**Cc:** 'John Monroe'; 'Mark Turner'  
**Subject:** Windstream trunks

Rick,

Please review the attached letter and give me a call at your convenience. Also, I will forward you the email Windstream sent Brandenburg Telephone Co. on this subject.

Randall Bradley  
Brandenburg Telephone Co.  
270-422-2121



**BRANDENBURG TELEPHONE COMPANY**

200 Telco Drive  
PO Box 599  
Brandenburg, KY 40108  
270-422-2121

February 21, 2007

MCI Metro  
Attn: Mr. Rick McGolerick

Via e-mail

Dear Mr. McGolerick:

Brandenburg Telephone Company (Brandenburg) has been inadvertently sending traffic to the MCI Metro over the Brandenburg – Windstream trunk group. Windstream has notified Brandenburg that this traffic no longer will be accepted on this trunk group as of February 26, 2007. After February 26, 2007, the only arrangement Brandenburg’s customers have to reach your customers is by making long distance calls. In order for this traffic to be local to Brandenburg end users, the MCI Metro and Brandenburg will need an EAS agreement which will stipulate the need for trunks between us. I have attached our standard EAS agreement.

If you have any questions, please give me a call.

Sincerely,

Randall Bradley  
Controller

RB:jh  
Attachment

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and KY Telephone Co ("KTC") as follows:

I. Local Service Areas Covered by this Agreement:

1. The ABC Local Service Exchange Area is the geographic area covering the ABC exchange as operated by Brandenburg on January 1, 2003 ("ABC") with a V&H of V=xxxx and H=yyyy.
2. The XZY Local Service Exchange Area is the geographic area covering the XYZ exchange as operated by Brandenburg on January 1, 2003 ("XYZ") with a V&H of V=xxxx and H= yyyy.
3. The WindstreamArea Local Service Exchange Area is the geographic area covering the WindstreamArea exchange as operated by Windstream Communications, Inc. on January 1, 2003 ("WindstreamArea") with a V&H of V=xxxx and H=yyyy.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. ABC-WindstreamArea EAS traffic includes calls that originate in ABC (from Brandenburg NPA-NXX of XXX-XXX) and terminate in Windstream Area (to KTC NPA-NXX of XXX-XXX) and calls that originate in BELLArea (from KTC NPA-NXX of XXX-XXX) and terminate in ABC (to Brandenburg NPA-NXX of XXX-XXX).
2. XYZ-WindstreamArea EAS traffic includes calls that originate in XYZ (from Brandenburg NPA-NXX of XXX-XXX) and terminate in WindstreamArea (to KTC NPA-NXX of XXX-XXX) and calls that originate in WindstreamArea (from KTC NPA-NXX of XXX-XXX) and terminate in XYZ (to Brandenburg NPA-NXX of XXX-XXX).

III. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For ABC-WindstreamArea EAS and XYZ-WindstreamArea EAS, the Parties agree to connect \_\_\_\_\_ using \_\_\_\_\_ by means of \_\_\_\_\_ at a meet-point located \_\_\_\_\_ in the \_\_\_\_\_ Exchange with V&H of \_\_\_\_\_.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Brandenburg Telephone Company

Kentucky Telephone Company

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit 2  
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic  
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and Cinergy Communications Company ("CCC") as follows:

RESERVED FOR FUTURE USE

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Brandenburg Telephone Company, Inc.

Cinergy Communications Company

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# AGREEMENT

for the

## TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of \_\_\_\_\_, 20\_\_

Between

Brandenburg Telephone Company, Inc.

and

KY Telephone Company

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  - 3.4 Access Traffic
  - 3.5 Treatment of Information Service Provider Traffic
  - 3.6 Trunk Groups
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  - 11.10 Joint Work Product
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  - 11.13 Publicity and Use of Trademarks or Service Marks
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  - 11.17 Modification, Amendment, Supplement, or Waiver

AGREEMENT  
for the  
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at \_\_\_\_\_ and Kentucky Telephone Co. ("KTC"), a Kentucky corporation with offices at 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710. This Agreement may refer to either Brandenburg or KTC as a "Party" or to both Brandenburg and KTC as the "Parties."

RECITALS

WHEREAS, Brandenburg and KTC are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg and KTC hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

**1.0 DEFINITIONS**

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

**1.3** "Commission" means the Kentucky Public Service Commission.

**1.4** "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

**1.5** "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

**1.6** "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

**1.7** "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.8** "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.9** "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

**1.10** "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

**1.11** "Information Service" is as defined in the Communications Act of 1934, as amended.

**1.12** "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

**1.13** "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.



**1.14** "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

**1.15** "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

**1.16** "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

**1.17** "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic.

**1.18** "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

**1.19** "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.20** "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

**1.21** "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

**1.22** "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

## **2.0 INTERPRETATION AND CONSTRUCTION**

**2.1** All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, KTC or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

**2.2** The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

### **3.0 EAS TRAFFIC**

#### **3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT**

**3.1.1** This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

**3.1.2** This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

**3.1.3** Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

**3.1.4** Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

**3.1.5** If a Party violates (the "Violating Party") any of the terms, warranties or

representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

### **3.2 EXCLUDED TRAFFIC**

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic.

### **3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS**

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

### **3.4 ACCESS TRAFFIC**

Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to KTC for termination on KTC's network, if Brandenburg cannot determine, because of the manner in which KTC has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge KTC originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If KTC deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by KTC is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to KTC.

### **3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC**

**3.5.1** The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

**3.5.2** The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

**3.5.3** The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

**3.5.4** Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

**3.5.5** At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

### **3.6 TRUNK GROUPS**

**3.6.1** The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

**3.6.2** The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties

agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

**3.6.3** Except as provided in Subsection 3.5 above, each Party is individually responsible for the provision and maintenance of facilities within its network to the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

### **3.7 SIGNALING**

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

### **3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING**

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

### **3.9 NO COMPENSATION**

Except as provided in Subsections 3.4 and 3.5.4, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

### **4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

### **5.0 NO CANCELLATION OR NON-RECURRING CHARGES**

No cancellation charges will apply with respect to any of the terms of this Agreement. Except as provided in Subsections 3.4 and 3.5 above, no non-recurring charges will apply with

respect to any of the terms of this Agreement.

## 6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgement pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

## 7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions,

interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

**7.2** Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

**7.3** The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

## **8.0 TERM AND TERMINATION**

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

## **9.0 COMPLIANCE WITH LAWS AND REGULATIONS**

**9.1** Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

**9.2** Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**9.3** The Parties agree that it is in their mutual interest to seek approval of this

Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

## **10.0 SEVERABILITY**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement remains in full force and effect and is not affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party in accordance with Section 8.0.

## **11.0 MISCELLANEOUS**

### **11.1 AUTHORIZATION**

**11.1.1** Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

**11.1.2** KTC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

### **11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR**

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### **11.3 FORCE MAJEURE**

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation,



strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

#### **11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION**

**11.4.1** Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

**11.4.2** Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

#### **11.5 CHOICE OF LAW**

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

#### **11.6 TAXES**

**11.6.1** It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

##### **11.6.2 Definitions**

**11.6.2.1** For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

**11.6.2.2** The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

### **11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

**11.6.3.1** Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

**11.6.3.2** Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

### **11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.**

**11.6.4.1** Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

**11.6.4.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.4.3** If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

**11.6.4.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

**11.6.4.5** If it is ultimately determined that any additional amount of such a

tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

**11.6.4.6** Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.4.7** Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.**

**11.6.5.1** Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

**11.6.5.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.5.3** If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

**11.6.5.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

**11.6.5.5** If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

**11.6.5.6** Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.5.7** Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **11.6.6 Mutual Cooperation.**

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS**

**11.7.1** Because of the mutual benefits related to the subject matter of this Agreement, *except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2*, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply.

**11.7.2** The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

**11.7.3** Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

**11.7.4** If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

**11.7.5** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

**11.7.6** If the Parties are unable to resolve issues related to the Disputed

Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

**11.7.7** The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**11.7.8** Any undisputed amounts not paid when due will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

## **11.8 DISPUTE RESOLUTION**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

## **11.9 NOTICES**

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg

And

To: Kentucky Telephone Company  
Joe McClung, President  
101 Mill Street  
Letichfield, KY 42754

And

Kentucky Telephone Company  
Joe McClung, President  
101 Mill Street  
Letichfield, KY 42754

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

#### **11.10 JOINT WORK PRODUCT**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

#### **11.11 NO LICENSE**

**11.11.1** Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

**11.11.2** Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

**11.11.3** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

#### **11.12 SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to

continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

#### **11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

#### **11.14 NON-WAIVER**

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

#### **11.15 ENTIRE AGREEMENT**

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party is bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

#### **11.16 COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which together shall constitute one and the same instrument.

**11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2007.

Brandenburg Telephone Company, Inc.

Kentucky Telephone Co.

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



---

**From:** WALLACE, HOLLY [mailto:HWALLACE@DINSLAW.com]  
**Sent:** Thursday, July 17, 2008 5:29 PM  
**To:** awilloughby@bbtel.com; Randall Bradley  
**Cc:** Selent, John; Depp,Tip  
**Subject:** Windstream's data requests

Allison and Randall -

Attached please find Windstream's first set of data requests to Brandenburg Telephone and its first set of data requests to MCIMetro in Case No. 2008-00203. We will be in touch to discuss responding to the requests. Thank you.

- Holly

**Dinsmore & Shohl**  
L.L.P.

**Holly C. Wallace**  
*Attorney*

1400 PNC Plaza 500 W. Jefferson St. ; Louisville, KY 40202  
Phone: (502) 540-2309. Fax: (502) 585-2207  
[holly.wallace@dinslaw.com](mailto:holly.wallace@dinslaw.com); [www.dinslaw.com](http://www.dinslaw.com)

**NOTICE:** This electronic mail transmission from the law firm of Dinsmore & Shohl may constitute an attorney-client communication that is privileged at law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail, so that our address record can be corrected.

7/23/2008

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

**RECEIVED**

In the Matter of:

JUL 17 2008

AN INVESTIGATION INTO THE TRAFFIC )  
DISPUTE BETWEEN WINDSTREAM )  
KENTUCKY EAST, LLC, BRANDENBURG )  
TELEPHONE COMPANY AND MCIMETRO )  
ACCESS TRANSMISSION SERVICES, LLC )  
D/B/A/ VERIZON ACCESS )

PUBLIC SERVICE  
COMMISSION

Case No. 2008-00203

**WINDSTREAM KENTUCKY EAST, LLC'S FIRST SET OF DATA REQUESTS AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO BRANDENBURG  
TELEPHONE COMPANY**

Windstream Kentucky East, LLC ("Windstream") submits the following First Set of Data Requests and Requests for Production of Documents to Brandenburg Telephone Company ("Brandenburg") to be answered in accordance with the following:

**DEFINITIONS**

- "Windstream" means Windstream Kentucky East, LLC and its subsidiaries, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Windstream.
- "You," "your," and "Brandenburg" refer to Brandenburg as well as any predecessors in interest, subsidiaries, and their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Brandenburg.
- "Verizon" means MCIMetro Access Transmission Services, LLC d/b/a Verizon Access and its predecessors in interest, subsidiaries, and their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Verizon.
- "Document" means every writing or record of every type and description that is in the full or partial possession, custody or control of Brandenburg, including, by way of illustration and

not limitation, correspondence, memoranda, drafts, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, schedules, work sheets, comparisons, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files and copies of such writings or records containing any notation that does not appear in the original.

- “Identify” or “identifying” or “identification” means to provide, with respect to each document requested, a description of the document that is sufficient for purposes of a request to produce or a subpoena *duces tecum*, including the following:

- a. the type of document (e.g., letter, memorandum, etc.);
- b. the date of the document;
- c. the title or label of the document;
- d. the identity of the document originator;
- e. the identity of each person to whom the document was sent;
- f. a summary of the contents of the document; and
- g. if any such document was, but is no longer, in your presence, custody or control or is no longer in existence, state whether the document is missing or lost, destroyed, or has been transferred voluntarily or involuntarily.

### GENERAL INSTRUCTIONS

If You contend that any response to any request for information or production of document may be withheld under the attorney-client privilege or the attorney work product doctrine, please state the following with respect to each such response:

- a. the privilege asserted and its basis;
- b. the nature of the information withheld; and
- c. the subject matter of the document, except to the extent that You claim it is privileged.

Please answer these discovery requests with reference to all information in your full or partial possession, custody or control or reasonably available to You. These discovery requests are intended to include requests for information, which is physically within your possession,

custody or control as well as in the possession, custody or control of your agents, attorneys, or other third parties from which such documentation may be obtained.

If any request cannot be answered in full, answer to the extent possible and specify the reasons for your inability to answer fully. If any request appears confusing, please request clarification directly from counsel for Windstream.

These requests are continuing in nature and require supplemental responses should information unknown to You at the time You serve your responses to these requests subsequently become known.

For each request, provide the name of the Brandenburg witness(es) or employee(s) or other representative(s) responsible for compiling and providing the information contained in each answer.

#### **DATA REQUESTS**

1. Please identify and describe the circumstances (including approximate date, reasons and source of information) under which Brandenburg first began delivering traffic to Verizon through Windstream's end office in Elizabethtown, Kentucky.

2. Please identify and describe the circumstances (including production of all referencing internal memoranda and other documents) under which Brandenburg selected delivery of traffic to Verizon through Windstream's end office instead of a tandem.

3. Please identify all calculations, memoranda, and other documents estimating or determining the costs to be incurred by Brandenburg to route - either indirectly through Louisville or directly - the traffic originated by Brandenburg's end users to Verizon.

4. Please identify all steps, if any, taken by Brandenburg from January 2005 to date to reroute, or attempt to reroute, the traffic being delivered to Verizon through Windstream's Elizabethtown end office away from Windstream's network.

5. Please identify all instances in which Verizon has acknowledged to Brandenburg that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

6. Please identify all instances in which Brandenburg has acknowledged to Verizon or any other entity that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

7. Please identify all instances in which Verizon has acknowledged to Brandenburg any responsibility on Verizon's part to compensate either Brandenburg or Windstream, or both, for the use of Windstream's network used to route the traffic from Brandenburg to Verizon. Please describe in detail the circumstances involved in such acknowledgement.

8. Please identify all documents stating Brandenburg's position that the traffic currently routed from Brandenburg to Verizon through Windstream's Elizabethtown end office should, according to industry routing protocols, be routed to the Louisville Tandem.

9. Please identify in detail all facilities between any portion of the Brandenburg network and any portion of the AT&T network in Louisville, Kentucky. Please include the capacity of facility (*e.g.*, DS1, DS3, OC3, OC12, etc.), the hour-by-hour usage on any such facilities for the past seven days, and the nature or jurisdiction of the traffic delivered over such facilities (*e.g.*, EAS, local, intraLATA toll, etc.).

10. Please identify in detail the steps required by Brandenburg to change the routing of the Verizon dial-up ISP traffic from the Windstream Elizabethtown end office to the AT&T Louisville tandem. Please include the number of minutes each step would require.

11. With respect to your response to the foregoing data request, please identify the difference in the steps You believe are needed to reroute the traffic in question as toll and as non-toll.

12. Please identify the name and contact information for each Brandenburg translations engineer or other employee, contractor, or consultant responsible for accomplishing the routing changes referenced in the foregoing data requests.

13. Please identify all routing and other translations work undertaken by any Brandenburg employee, contractor, or consultant since 2005 with respect to traffic exchanged between Brandenburg and Verizon.

14. Please identify all Brandenburg employees, contractors, or consultants having access to the Local Exchange Routing Guide ("LERG") and any internal policies or procedures used by Brandenburg with respect to routing traffic pursuant to the LERG.

16. Please identify the Brandenburg employee(s) or contractor(s) responsible for establishing the initial routing of Brandenburg's traffic through Windstream's Elizabethtown end office.

17. Please identify in detail all arrangements - whether direct or indirect - between Brandenburg and any other telecommunications provider in Kentucky. Please include the CLLI code of the Brandenburg originating switching office, the CLLI code of the terminating switch, and the CLLI code of the switch to which Brandenburg delivers the traffic. Please identify all compensation arrangements associated with the traffic.

#### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

18. Please produce all documents identified, referenced, or otherwise implicated by the foregoing data requests and your responses to those data requests.

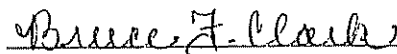
19. Please produce all correspondence or other documents exchanged from January 2005 to date between You and Verizon or prepared by You in consideration of your negotiations with Verizon with respect to routing of traffic. Please include dates of your discussions with Verizon and all requests made by You to Verizon regarding establishment of direct connections between Brandenburg's network and Verizon.

20. Please produce all correspondence, memoranda, emails, notes, and other documents related to complaints You received from customers beginning in 2005 to date related to the routing of traffic or completion of calls between You and Verizon.

21. Please produce all documents related to your actions in response to the routing / call completion complaints referenced in the foregoing request for production.

22. Please produce all spreadsheets, calculations, and other documents related to or otherwise setting forth Brandenburg's estimates and determinations as to the anticipated costs Brandenburg would incur to establish direct connections between its network and that of Verizon in order to reroute the traffic in question away from Windstream's network.

Respectfully submitted,



\_\_\_\_\_  
Bruce F. Clark  
STITES & HARBISON, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, KY 40602-0634  
Telephone: (502) 223-3477  
COUNSEL FOR WINDSTREAM KENTUCKY  
EAST, LLC

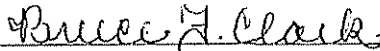
CERTIFICATE OF SERVICE

I hereby certify that a copy of WINDSTREAM KENTUCKY EAST, LLC's FIRST SET OF DATA REQUESTS AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO BRANDENBURG TELEPHONE COMPANY was served by electronic mail and United States First Class Mail, postage prepaid, on this 17th day of July, 2008 upon:

C. Kent Hatfield  
Douglas F. Brent  
STOLL KEENON OGDEN, PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202  
e-mail: kent.hatfield@skofirm.com  
e-mail: douglas.brent@skofirm.com

John E. Selent  
Edward T. Depp  
Holly C. Wallace  
DINSMORE & SHOHL, LLP  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202  
e-mail: john.selent@dinslaw.com  
e-mail: tip.dep@dinslaw.com  
e-mail: holly.wallace@dinslaw.com

Tiffany Bowman  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40602-0615  
e-mail: TiffanyJ.Bowman@ky.gov

  
\_\_\_\_\_  
Bruce F. Clark



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, June 04, 2008 3:37 PM  
**To:** 'McGolerick, Rick (Rick)'  
**Subject:** RE: DS3 Price Quote

Rick,

Brandenburg Telecom does not have enough extra capacity for a DS-3. If you would need a DS-3, you would need to bring the DS-3 into our Radcliff office. How many T-1's are you expecting to need in order to handle your traffic?

Thanks,

Randall

---

**From:** McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Wednesday, June 04, 2008 11:39 AM  
**To:** Randall Bradley  
**Subject:** DS3 Price Quote  
**Importance:** High

Randal – Can you please provide a price quote for a DS3? Thanks.

*Rick McGolerick*  
*National Carrier Contracts and Initiatives*  
*(703) 886 - 4032*



---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, June 04, 2008 8:43 AM  
**To:** McGolerick, Rick (Rick)  
**Cc:** Turner, Mark (MarkETurner)  
**Subject:**

Rick,

Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a

7/23/2008

monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,  
Randall Bradley  
270-422-2121

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

**RECEIVED**

In the Matter of:

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

JUL 17 2008

PUBLIC SERVICE  
COMMISSION

WINDSTREAM KENTUCKY EAST, LLC'S FIRST SET OF DATA REQUESTS AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO MCIMETRO ACCESS  
TRANSMISSION SERVICES, LLC

Windstream Kentucky East, LLC ("Windstream") submits the following First Set of Data Requests and Requests for Production of Documents to MCIMetro Access Transmission Services, LLC d/b/a Verizon Access ("Verizon") to be answered in accordance with the following:

**DEFINITIONS**

- "Windstream" means Windstream Kentucky East, LLC and its subsidiaries, their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Windstream.
- "You," "your," and "Verizon" refer to Verizon as well as any predecessors in interest, subsidiaries, and their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Verizon.
- "Brandenburg" means Brandenburg Telephone Company and its predecessors in interest, subsidiaries, and their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Brandenburg.
- "Document" means every writing or record of every type and description that is in the full or

partial possession, custody or control of Verizon, including, by way of illustration and not limitation, correspondence, memoranda, drafts, work papers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, schedules, work sheets, comparisons, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail files and copies of such writings or records containing any notation that does not appear in the original.

- “Identify” or “identifying” or “identification” means to provide, with respect to each document requested, a description of the document that is sufficient for purposes of a request to produce or a subpoena *duces tecum*, including the following:
  - a. the type of document (e.g., letter, memorandum, etc.);
  - b. the date of the document;
  - c. the title or label of the document;
  - d. the identity of the document originator;
  - e. the identity of each person to whom the document was sent;
  - f. a summary of the contents of the document; and
  - g. if any such document was, but is no longer, in your presence, custody or control or is no longer in existence, state whether the document is missing or lost, destroyed, or has been transferred voluntarily or involuntarily.

### GENERAL INSTRUCTIONS

If You contend that any response to any request for information or production of document may be withheld under the attorney-client privilege or the attorney work product doctrine, please state the following with respect to each such response:

- a. the privilege asserted and its basis;
- b. the nature of the information withheld; and
- c. the subject matter of the document, except to the extent that You claim it is privileged.

Please answer these discovery requests with reference to all information in your full or partial possession, custody or control or reasonably available to You. These discovery requests

are intended to include requests for information, which is physically within your possession, custody or control as well as in the possession, custody or control of your agents, attorneys, or other third parties from which such documentation may be obtained

If any request cannot be answered in full, answer to the extent possible and specify the reasons for your inability to answer fully. If any request appears confusing, please request clarification directly from counsel for Windstream.

These requests are continuing in nature and require supplemental responses should information unknown to You at the time You serve your responses to these requests subsequently become known.

For each request, provide the name of the Verizon witness(es) or employee(s) or other representative(s) responsible for compiling and providing the information contained in each answer.

#### **DATA REQUESTS**

1. Please identify the date when Verizon began providing its dial-up ISP customer(s) with telephone numbers (for dial-up internet access) for use in Elizabethtown, Kentucky.
2. Please identify all actions taken by Verizon with respect to the rate centering of such telephone numbers referenced in the foregoing data request.
3. Please identify the average monthly revenue received by Verizon since 2005 to date with respect to the dial-up ISP traffic exchanged between Brandenburg and Verizon through the use of Windstream's network.
4. Please identify all information demonstrating that Verizon's facilities and network in Kentucky are homed behind the Louisville tandem.
5. Please identify Verizon's determinations, calculations, or estimates with respect to the rate that would or should be paid to Windstream for the use of Windstream's network in the

routing of traffic from Brandenburg to Verizon. Please include your explanation for the basis of your proposed rate (and show calculations, if any).

6. Please identify all calculations, memoranda, and other documents estimating or determining the costs to be incurred by Verizon to establish direct connections with Brandenburg for exchange of the parties' traffic. Please identify in detail each interconnection point considered by Verizon in its analyses.

7. Please identify all instances in which Brandenburg has acknowledged to Verizon that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

8. Please identify all instances in which Verizon has acknowledged to Brandenburg or any other entity, including Windstream, that Brandenburg's routing of traffic through Windstream's Elizabethtown end office is contrary to industry routing protocols. Please provide in detail the circumstances surrounding such acknowledgement.

9. Please identify all instances in which Brandenburg has acknowledged to Verizon any responsibility on Brandenburg's part to compensate Windstream for the use of Windstream's network used to route dial-up traffic from Brandenburg to Verizon. Please describe in detail the circumstances involved in such acknowledgement.

10. Please identify the date on which Verizon first learned of a dispute regarding the routing of traffic from Brandenburg to Verizon through Windstream's network and describe the circumstances and communications involved.

11. Please describe how Verizon's Kentucky facilities are identified in the Local Exchange Routing Guide ("LERG").

12. Please identify and explain in detail the reasons and/or disputes that have kept, and are presently preventing, Verizon and Brandenburg from reaching a traffic exchange agreement regarding the traffic being exchanged between Brandenburg and Verizon

13. Please describe in detail all arrangements - whether direct or indirect - between Verizon and any other telecommunications provider in Kentucky. Please include the CLLI code of the originating carriers switching office, the CLLI code of Verizon's terminating switch and the CLLI code of the switch from which Verizon receives the traffic. Please identify all compensation arrangements associated with the traffic.

14. Please identify the name and contact information for each Verizon employee, contractor, or consultant responsible for, or that otherwise has participated in, negotiations between Brandenburg and Verizon from 2005 to date with respect to routing of traffic between them.

15. Please identify in detail all memoranda and other documents dated from 2005 to date describing Verizon's use of virtual NXXs. Please include all documents referencing Verizon's use of such virtual NXXs as a means to avoid or minimize its network or facilities costs. For purposes of this data request, "virtual NXX" refers to a circumstance where the routing point in the LERG for a given telephone number differs from the LERG rating point for that same telephone number.

16. Please identify in detail all memoranda and other documents dated from 2005 to date describing Verizon's service to dial-up ISPs and include Verizon's calculations as to the anticipated profitability of serving dial-up ISPs and the basis for the calculations

## REQUESTS FOR PRODUCTION OF DOCUMENTS

17. Please produce all documents identified, referenced, or otherwise implicated by the foregoing data requests and your responses to those data requests.

18. Please produce all correspondence or other documents exchanged from January 2005 to date between You and Brandenburg or prepared by You in consideration of your negotiations with Brandenburg regarding delivery of traffic between You and Brandenburg. Please include dates of your discussions with Brandenburg and all requests made by You to Brandenburg regarding establishment of direct connections between your network and that of Brandenburg.

19. Please produce all spreadsheets, calculations, and other documents related to or otherwise setting forth Verizon's estimates and determinations as to the anticipated costs Verizon would incur to establish direct connections between its network and that of Brandenburg to route the traffic in question away from Windstream's network.

Respectfully submitted,



Bruce F. Clark  
STITES & HARBISON, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, KY 40602-0634  
Telephone: (502) 223-3477  
COUNSEL FOR WINDSTREAM KENTUCKY  
EAST, LLC



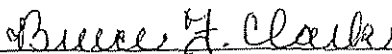
CERTIFICATE OF SERVICE

I hereby certify that a copy of WINDSTREAM KENTUCKY EAST, LLC'S FIRST SET OF DATA REQUESTS AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO MCImetro ACCESS TRANSMISSION SERVICES, LLC was served by electronic mail and United States First Class Mail, postage prepaid, on this 17th day of July, 2008 upon:

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Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40602-0615  
e-mail: TiffanyJ.Bowman@ky.gov

  
\_\_\_\_\_  
Bruce F. Clark

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, April 20, 2006 9:24 AM  
**To:** 'Rick McGolerick'  
**Subject:** agreement

Rick,

I'm awaiting the completed Exhibit 1 from you guys with the correct trunking arrangements. Once I receive this, I will finish the changes discussed on our last conference call, and send both back to you.

Randall

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, April 04, 2006 8:42 AM  
**To:** 'Rick McGolerick'  
**Subject:** conference call

Rick,

We are reviewing our response to our last conference call. I will get you the redline as soon as possible for your review prior to our call tomorrow afternoon.

Thanks,

Randall

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, March 30, 2006 10:02 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE:

How does 3:00 or 4:00 E.S.T. on Wednesday April 5<sup>th</sup> work for MCI?

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Tuesday, March 28, 2006 2:57 PM  
**To:** 'Randall Bradley'  
**Subject:** RE:

Randall – That is fine, please try to make it Tues or Wed, no later. Thanks.

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, March 28, 2006 1:26 PM  
**To:** 'Rick McGolerick'  
**Subject:** RE:

Rick,

I apologize but Allison and I were out of town last week and Steve is out of town this week and we have been unable to discuss these issues. Can we push out our conference call to at least middle of next week and then we'll try to get you a redline on Monday or Tuesday? In the mean time, I'll get with Allison and Steve to come up with some potential times we could have our next conference call. Let me know if this will work for you.

Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Tuesday, March 28, 2006 9:41 AM  
**To:** 'Randall Bradley'  
**Cc:** 'Steven Watkins'  
**Subject:** RE:

Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM

**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

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Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, March 28, 2006 4:15 PM  
**To:** 'Rick McGolerick'  
**Subject:** RE:

Thanks – I'll do the best I can.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Tuesday, March 28, 2006 2:57 PM  
**To:** 'Randall Bradley'  
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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, March 14, 2006 12:29 PM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Brandenburg EAS Agreement

Rick,

Steve could only have a conference call at 8:00 on Friday morning E.S.T. If this works with you, we will proceed. If not we also would be available Thursday, March 23<sup>rd</sup> at 10:00 E.S.T. Let me know which works for you.

Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]  
**Sent:** Monday, March 13, 2006 10:32 AM  
**To:** 'Randall Bradley'  
**Subject:** RE: Brandenburg EAS Agreement

We are open on both days in the AM. Please confirm the day and time.

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, March 13, 2006 9:43 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Brandenburg EAS Agreement

I've talked with Allison and Friday morning of this week or Monday morning next week works with us. How does those dates work with you. I need to clear this with Steve W. but he will not be available until late today. Let me know today if these may work for you and then I'll get with Steve W. later today or in the morning.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]  
**Sent:** Monday, March 13, 2006 9:17 AM  
**To:** 'Randall Bradley'  
**Subject:** RE: Brandenburg EAS Agreement

Randall – Tomorrow is out now, I need to have a couple of free days and times so we can coordinate.

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Saturday, March 11, 2006 10:43 AM

**To:** 'Rick McGolerick'  
**Subject:** RE: Brandenburg EAS Agreement

We'll shoot for 1:00 on Tuesday. I'll let everyone know on my end and confirm back to you.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Saturday, March 11, 2006 10:00 AM  
**To:** 'Randall Bradley'  
**Cc:** John Monroe  
**Subject:** RE: Brandenburg EAS Agreement

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Thanks.

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**From:** Rick McGolerick  
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**To:** 'Randall Bradley'  
**Cc:** John Monroe  
**Subject:** RE: Brandenburg EAS Agreement

Randall – I need to know what day and time.

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**Sent:** Wednesday, March 01, 2006 2:35 PM  
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**Subject:** RE: Brandenburg EAS Agreement

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-----Original Message-----

**From:** Rick McGolerick  
[mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Tuesday, February 28, 2006 3:03 PM  
**To:** 'Randall Bradley'  
**Subject:** RE: Brandenburg EAS Agreement

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Thanks,  
Randall

-----Original Message-----

**From:** Rick McGolerick  
[mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, February 24, 2006 10:16 AM  
**To:** 'Randall Bradley'; 'Rick McGolerick'  
**Cc:** 'Steven Watkins'; John Monroe; Lee M Olson  
**Subject:** Brandenburg EAS Agreement  
**Importance:** High

Randall – Please see MCI's redlined version of the agreement. At this point we need to have a call to go over each area to discuss issues that exist. I have also included a diagram that will need to be included in Exhibit 1.

We are available Mon/Tues and Thurs/Fri (AM) of next week

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Randall

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, February 27, 2006 8:06 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Brandenburg EAS Agreement

I apologize but I was in a meeting all day Friday. I will check with Allison and Steve on their availability this week (I know today and tomorrow will be out) and let you know.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, February 24, 2006 10:16 AM  
**To:** 'Randall Bradley'; 'Rick McGolerick'  
**Cc:** 'Steven Watkins'; John Monroe; Lee M Olson  
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---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, February 28, 2006 8:25 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Brandenburg EAS Agreement

We have received your email and all of the attachments. We are not available this week or next. We will be available either Monday or Tuesday the March 13<sup>th</sup> or 14<sup>th</sup>. We have a conflict one of these days and are waiting for this conflict to be scheduled. If you could block out times for both days, and then I'll confirm which day we will be able to meet.

Thanks,  
Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, February 24, 2006 10:16 AM  
**To:** 'Randall Bradley'; 'Rick McGolerick'  
**Cc:** 'Steven Watkins'; John Monroe; Lee M Olson  
**Subject:** Brandenburg EAS Agreement  
**Importance:** High

Randall – Please see MCI's redlined version of the agreement. At this point we need to have a call to go over each area to discuss issues that exist. I have also included a diagram that will need to be included in Exhibit 1.

We are available Mon/Tues and Thurs/Fri (AM) of next week.

Please let me know what day and time work for you.

Thanks.

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO.

Thanks.

Randall



**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 16, 2006 10:41 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Tandem

We did allow a CMRS carrier and maybe two CMRS carriers to subtend our tandem temporarily. This example is probably one of them. I'm not sure how long we allowed the carrier to continue this arrangement. I hope this answers your question.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]  
**Sent:** Thursday, February 16, 2006 10:16 AM  
**To:** 'Randall Bradley'  
**Subject:** RE: Tandem

The LERG has the following listed: American Cellular Corp, OCN 4116

LATA	NPA	NXX	BLOCK ID	AOCN	OCN	RC ABBRE	RC LATA	SWITCH	H-TRM D TDM	H-TRM LOCAL TDM	F I I
462	270	501	A	6677	4116	VINE GROVE	462	RDCLKYAJIMD	RDCLKYXAIGI		

Is the LERG incorrect?

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 16, 2006 8:10 AM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Tandem

We don't have any companies that subtend our tandem. If you need any additional information, please let me know.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]  
**Sent:** Wednesday, February 15, 2006 10:22 AM  
**To:** 'Randall Bradley'  
**Subject:** Tandem

Randall – Can you please confirm who (if any) companies subtend your tandem where we plan to establish our POI? Thanks

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]

**Sent:** Thursday, February 09, 2006 2:22 PM

**To:** 'Rick McGolerick'

**Cc:** 'Steven Watkins'

**Subject:**

Rick,

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**Cc:** 'Steven Watkins'  
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Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Friday, February 23, 2007 11:00 AM  
**To:** 'McGolerick, Rick (Rick)'  
**Cc:** 'Steven Watkins'  
**Subject:** eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall  
270-422-2121

# AGREEMENT

for the

## TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of \_\_\_\_\_, 20\_\_\_\_

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT  
for the  
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, Kentucky 40108 and MCI metro Access Transmission Services L.L.C ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

**1.0 DEFINITIONS**

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

1.6 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this section.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an



Internet service provider, that provides information services.

**1.13** "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

**1.14** "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

**1.15** "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

**1.16** "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

**1.17** "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. Each Party shall be financially responsible for the costs of the facilities on its respective side of the POC.

**1.18** "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

**1.19** "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.20** "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

**1.21** "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

**1.22** "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

**1.23** "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local

exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

## 2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, MCI or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

## 3.0 EAS TRAFFIC

### 3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party. Neither party shall bridge-including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers

associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center, except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

3.1.4 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number, including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center, and (e) subject to Sections 3.1.4.1., 3.1.4.2., and 3.1.4.3, provide Calling Party Number, where available, on all EAS-Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3. If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

3.1.4.1 Each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.

3.1.4.2 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

3.1.5 If a Party violates (the "Violating Party") any of the terms, warranties or representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-

Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

### 3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. ~~Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Local Internet Traffic shall be treated pursuant to the terms of Section 3.5. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic.~~

### 3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

### 3.4 ACCESS TRAFFIC "Section Intentionally Omitted"

### 3.5 TREATMENT OF LOCAL INTERNET INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat Local Internet ISP-Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of Local Internet ISP-Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which any ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet ISP-Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet ISP-Traffic between the Parties.

3.5.3 The compensation terms in this Section 3.5 are applicable solely under the condition that MCI establishes a POC with Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and ~~except for the compensation pursuant to Section 3.5.4, and~~ neither Party will owe a net due amount to the other Party for terminating Local Internet ISP-Traffic.

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and Local Internet ISP-Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1, if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.5.5 ~~At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.~~

### 3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Each Party is individually responsible for the provision and maintenance of facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

### 3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

### 3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

### 3.9 NO COMPENSATION

Except as provided in Section 3.1, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.

### 4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY

MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

#### **5.0 NO CANCELLATION OR NON-RECURRING CHARGES**

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

#### **6.0 INDEMNIFICATION**

**6.1** Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

**6.2** The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

**6.3** In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

## 7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

## 8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

## 9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of



arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is *subject to change*, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

## 10.0 SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement remains in full force and effect and is not affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party in accordance with Section 8.0.

## 11.0 MISCELLANEOUS

### 11.1 AUTHORIZATION

11.1.1 *Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.*

11.1.2 *MCI is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.*

### 11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### 11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

#### **11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION**

**11.4.1** Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

**11.4.2** Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

#### **11.5 CHOICE OF LAW**

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

#### **11.6 TAXES**

**11.6.1** It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a

result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

### **11.6.2 Definitions**

**11.6.2.1** For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

**11.6.2.2** The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

### **11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

**11.6.3.1** Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

**11.6.3.2** Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

### **11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.**

**11.6.4.1** Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

**11.6.4.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.4.3** If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any

proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

**11.6.4.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

**11.6.4.5** If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

**11.6.4.6** Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.4.7** Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.**

**11.6.5.1** Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

**11.6.5.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.5.3** If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

**11.6.5.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

**11.6.5.5** If it is ultimately determined that any additional amount of such a

tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

**11.6.5.6** Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.5.7** Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **11.6.6 Mutual Cooperation.**

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS**

**11.7.1** Because of the mutual benefits related to the subject matter of this Agreement, except for charges that may arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2 Section 3.1, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement except for charges that may arise pursuant to Section 3.1, the following terms and conditions set forth in this Section 11.7 apply.

**11.7.2** The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

**11.7.3** Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

**11.7.4** If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

**11.7.5** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative

that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

**11.7.6** If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

**11.7.7** The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**11.7.8** Any undisputed amounts not paid when due will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

## **11.8 DISPUTE RESOLUTION**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

## **11.9 NOTICES**

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.  
Allison T. Willoughby  
200 Telco Dr.  
PO Box 599  
Brandenburg, KY 40108

And

Randall Bradley  
200 Telco Dr.  
PO Box 599  
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

#### **11.10 JOINT WORK PRODUCT**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

#### **11.11 NO LICENSE**

**11.11.1** Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

**11.11.2** Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

**11.11.3** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

#### **11.12 SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

### **11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

### **11.14 NON-WAIVER**

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

### **11.15 ENTIRE AGREEMENT**

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party is bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

### **11.16 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which together shall constitute one and the same instrument.



**11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2005.

Brandenburg Telephone Company, Inc.

MCI

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BRANDENBURG TELEPHONE COMPANY**

200 Telco Drive  
PO Box 599  
Brandenburg, KY 40108  
270-422-2121

February 21, 2007

MCI Metro  
Attn: Mr. Rick McGolerick

Via e-mail

Dear Mr. McGolerick:

Brandenburg Telephone Company (Brandenburg) has been inadvertently sending traffic to the MCI Metro over the Brandenburg – Windstream trunk group. Windstream has notified Brandenburg that this traffic no longer will be accepted on this trunk group as of February 26, 2007. After February 26, 2007, the only arrangement Brandenburg's customers have to reach your customers is by making long distance calls. In order for this traffic to be local to Brandenburg end users, the MCI Metro and Brandenburg will need an EAS agreement which will stipulate the need for trunks between us. I have attached our standard EAS agreement.

If you have any questions, please give me a call.

Sincerely,

Randall Bradley  
Controller

RB:jh  
Attachment

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic  
Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and KY Telephone Co ("KTC") as follows:

I. Local Service Areas Covered by this Agreement:

1. The ABC Local Service Exchange Area is the geographic area covering the ABC exchange as operated by Brandenburg on January 1, 2003 ("ABC") with a V&H of V=xxxx and H=yyyy.
2. The XYZ Local Service Exchange Area is the geographic area covering the XYZ exchange as operated by Brandenburg on January 1, 2003 ("XYZ") with a V&H of V=xxxx and H= yyyy.
3. The WindstreamArea Local Service Exchange Area is the geographic area covering the WindstreamArea exchange as operated by Windstream Communications, Inc. on January 1, 2003 ("WindstreamArea") with a V&H of V=xxxx and H=yyyy.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. ABC-WindstreamArea EAS traffic includes calls that originate in ABC (from Brandenburg NPA-NXX of XXX-XXX) and terminate in Windstream Area (to KTC NPA-NXX of XXX-XXX) and calls that originate in BELLArea (from KTC NPA-NXX of XXX-XXX) and terminate in ABC (to Brandenburg NPA-NXX of XXX-XXX).
2. XYZ-WindstreamArea EAS traffic includes calls that originate in XYZ (from Brandenburg NPA-NXX of XXX-XXX) and terminate in WindstreamArea (to KTC NPA-NXX of XXX-XXX) and calls that originate in WindstreamArea (from KTC NPA-NXX of XXX-XXX) and terminate in XYZ (to Brandenburg NPA-NXX of XXX-XXX).

III. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For ABC-WindstreamArea EAS and XYZ-WindstreamArea EAS, the Parties agree to connect \_\_\_\_\_ using \_\_\_\_\_ by means of \_\_\_\_\_ at a meet-point located \_\_\_\_\_ in the \_\_\_\_\_ Exchange with V&H of \_\_\_\_\_.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Brandenburg Telephone Company

Kentucky Telephone Company

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit 2  
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic  
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and Cinergy Communications Company ("CCC") as follows:

RESERVED FOR FUTURE USE

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Brandenburg Telephone Company, Inc.

Cinergy Communications Company

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# AGREEMENT

for the

## TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of \_\_\_\_\_, 20\_\_

Between

Brandenburg Telephone Company, Inc.

and

KY Telephone Company

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AGREEMENT  
for the  
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at \_\_\_\_\_ and Kentucky Telephone Co. ("KTC"), a Kentucky corporation with offices at 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710. This Agreement may refer to either Brandenburg or KTC as a "Party" or to both Brandenburg and KTC as the "Parties."

RECITALS

WHEREAS, Brandenburg and KTC are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

NOW, THEREFORE, *in consideration* of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg and KTC hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

**1.0 DEFINITIONS**

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or



controlled by, or is under common ownership or control with, a Party to this Agreement.

**1.3** "Commission" means the Kentucky Public Service Commission.

**1.4** "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

**1.5** "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

**1.6** "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

**1.7** "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.8** "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.9** "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

**1.10** "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

**1.11** "Information Service" is as defined in the Communications Act of 1934, as amended.

**1.12** "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

**1.13** "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

**1.14** "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

**1.15** "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

**1.16** "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

**1.17** "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic.

**1.18** "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

**1.19** "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.20** "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

**1.21** "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

**1.22** "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

## **2.0 INTERPRETATION AND CONSTRUCTION**

**2.1** All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, KTC or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

**2.2** The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

### **3.0 EAS TRAFFIC**

#### **3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT**

**3.1.1** This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

**3.1.2** This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

**3.1.3** Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

**3.1.4** Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

**3.1.5** If a Party violates (the "Violating Party") any of the terms, warranties or

representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

### **3.2 EXCLUDED TRAFFIC**

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is *not specifically identified in Section 3 as subject to this Agreement*. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic.

### **3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS**

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

### **3.4 ACCESS TRAFFIC**

Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to KTC for termination on KTC's network, if Brandenburg cannot determine, because of the manner in which KTC has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge KTC originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If KTC deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by KTC is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to KTC.

### 3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

**3.5.1** The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

**3.5.2** The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

**3.5.3** The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

**3.5.4** Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

**3.5.5** At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

### 3.6 TRUNK GROUPS

**3.6.1** The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

**3.6.2** The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties

agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

**3.6.3** Except as provided in Subsection 3.5 above, each Party is individually responsible for the provision and maintenance of facilities within its network to the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

### **3.7 SIGNALING**

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

### **3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING**

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

### **3.9 NO COMPENSATION**

Except as provided in Subsections 3.4 and 3.5.4, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

### **4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

### **5.0 NO CANCELLATION OR NON-RECURRING CHARGES**

No cancellation charges will apply with respect to any of the terms of this Agreement. Except as provided in Subsections 3.4 and 3.5 above, no non-recurring charges will apply with

respect to any of the terms of this Agreement.

## 6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgement pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

## 7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions,

interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

**7.2** Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

**7.3** The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

## **8.0 TERM AND TERMINATION**

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

## **9.0 COMPLIANCE WITH LAWS AND REGULATIONS**

**9.1** Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

**9.2** Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**9.3** The Parties agree that it is in their mutual interest to seek approval of this



Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

## **10.0 SEVERABILITY**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be *unenforceable*, the rest of the Agreement remains in full force and effect and is not affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a *result of action by a court or regulatory agency*, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a *reasonable period*, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party in accordance with Section 8.0.

## **11.0 MISCELLANEOUS**

### **11.1 AUTHORIZATION**

**11.1.1** Brandenburg is a corporation duly organized, *validly existing and in good standing under the laws of the Commonwealth of Kentucky* and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

**11.1.2** KTC is a corporation duly organized, *validly existing and in good standing under the laws of the Commonwealth of Kentucky* and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

### **11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR**

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or *any other type of relationship or third party liability* between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or *may be construed to create any third-party beneficiary rights* hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur *any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party* unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to *perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.*

### **11.3 FORCE MAJEURE**

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the *date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation,*

strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

#### **11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION**

**11.4.1** Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

**11.4.2** Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party

#### **11.5 CHOICE OF LAW**

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

#### **11.6 TAXES**

**11.6.1** It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

##### **11.6.2 Definitions**

**11.6.2.1** For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

**11.6.2.2** The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

### **11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

**11.6.3.1** Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

**11.6.3.2** Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

### **11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.**

**11.6.4.1** Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

**11.6.4.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.4.3** If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

**11.6.4.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

**11.6.4.5** If it is ultimately determined that any additional amount of such a

tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

**11.6.4.6** Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.4.7** Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

### **11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.**

**11.6.5.1** Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

**11.6.5.2** To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

**11.6.5.3** If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

**11.6.5.4** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

**11.6.5.5** If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

**11.6.5.6** Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

**11.6.5.7** Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **11.6.6 Mutual Cooperation.**

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS**

**11.7.1** Because of the mutual benefits related to the subject matter of this Agreement, except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply

**11.7.2** The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

**11.7.3** Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

**11.7.4** If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

**11.7.5** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

**11.7.6** If the Parties are unable to resolve issues related to the Disputed

Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

**11.7.7** The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**11.7.8** Any undisputed amounts not paid when due will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

## **11.8 DISPUTE RESOLUTION**

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

## **11.9 NOTICES**

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg

And

To: Kentucky Telephone Company  
Joe McClung, President  
101 Mill Street  
Letichfield, KY 42754

And

Kentucky Telephone Company  
Joe McClung, President  
101 Mill Street  
Letichfield, KY 42754

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

#### **11.10 JOINT WORK PRODUCT**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

#### **11.11 NO LICENSE**

**11.11.1** Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

**11.11.2** Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

**11.11.3** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

#### **11.12 SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to

continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

#### **11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

#### **11.14 NON-WAIVER**

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

#### **11.15 ENTIRE AGREEMENT**

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party is bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

#### **11.16 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which together shall constitute one and the same instrument.



**11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_\_, 2007.

Brandenburg Telephone Company, Inc.

Kentucky Telephone Co.

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, February 13, 2006 4:14 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:** RE: Conf Call with Brandenburg

Please see the attached letter. If you have any questions, please give me a call or send me an email back.

Thanks,

Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, February 10, 2006 11:27 AM  
**To:** 'Randall Bradley'  
**Cc:** John Monroe; Mark Turner  
**Subject:** Conf Call with Brandenburg  
**Importance:** High

Randall – Below are some proposed times next week for our call. Please let me know what time works for you. Thanks.

Monday before 2.  
Tuesday before 11 or 2-4  
Wednesday after 11

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

7/23/2008



Rick,

Several other carriers have requested EAS and have entered into terms and conditions similar to those that we sent MCI. As we previously indicated, we do not see any reason to alter the term from those already in place with other carriers. Regardless, per our last conference call, Brandenburg Telephone Co. believed that MCI's only significant problem with the agreement was the trunking meet point and the potential for compensation for trunking facilities. Since this issue was an apparent miscommunication, we thought our existing negotiated EAS would fit the business needs of MCI.

If there are some sections of the Agreement that are major concerns to MCI and that have been redlined, please let us know which sections these are, and we will take a look at them and respond. This may be more expedient in the interim while we find a time when everyone is available for a call.

Thanks.

Randall Bradley

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**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Monday, February 13, 2006 10:06 AM  
**To:** 'Rick McGolerick'  
**Cc:** 'John Monroe'; 'Mark Turner'; 'Steven Watkins'  
**Subject:** RE: Conf Call with Brandenburg

These dates will not work with us. I will have you a response to your email concerning the status of your redline and also our last conference call hopefully by in the morning. At that time, we will check our schedules to come up with a time that may work for another conference call if necessary. Thanks.

Randall

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Friday, February 10, 2006 11:27 AM  
**To:** 'Randall Bradley'  
**Cc:** John Monroe; Mark Turner  
**Subject:** Conf Call with Brandenburg  
**Importance:** High

Randall – Below are some proposed times next week for our call. Please let me know what time works for you. Thanks.

Monday before 2.  
Tuesday before 11 or 2-4  
Wednesday after 11

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Thursday, February 09, 2006 2:22 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Steven Watkins'  
**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks

Randall

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic  
Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

I. Local Service Areas Covered by this Agreement:

1. The RADCLIFF Local Service Exchange Area is the geographic area covering the North Radcliff exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06621 and H=02757.
2. The VINE GROVE Local Service Exchange Area is the geographic area covering the Vine Grove exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06629 and H= 02759.
3. The MCI Local Service Exchange Area is the geographic area covering the Elizabethtown exchange as operated by Kentucky Alltel on January 1, 2006 with a V&H of V=06642 and H=02729.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. Radcliff-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-351,270-352,270-219,270-272) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to BRANDENBURG NPA-NXX's of 270-351,270-352,270-219, and 270-272.
2. Vine Grove-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-877) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to

BRANDENBURG NPA-NXX's of 270-877.

II. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For BRANDENBURG Area EAS and MCI-AlltelArea EAS, the Parties agree to connect 24 trunks via a T-1 by means of copper at Brandenburg's Radcliff CO with V&H of V=06621 and H=02757.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Brandenburg Telephone Company

MCI

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Exhibit 2  
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic  
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

Compensation is pursuant to the terms and conditions of Sections 3.5.3 and 3.9 of the Agreement.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Brandenburg Telephone Company, Inc.

MCI

By \_\_\_\_\_

By \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Tuesday, February 07, 2006 4:36 PM  
**To:** 'Rick McGolerick'  
**Subject:** RE: Conf Call

Steve and I are currently working on the changes. We should have something to you soon. Thanks

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Monday, February 06, 2006 10:02 AM  
**To:** 'Randall Bradley'  
**Subject:** RE: Conf Call

Randall – Any estimate on when we will be getting feedback from you all?

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, January 25, 2006 4:23 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Mark Turner'; 'John Monroe'; 'Steven Watkins'  
**Subject:** RE: Conf Call

Rick,

Tuesday, January 31<sup>st</sup> at 3:00 p.m. E.S.T. works for Brandenburg.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Wednesday, January 25, 2006 3:14 PM  
**To:** 'Randall Bradley'  
**Cc:** Mark Turner; John Monroe  
**Subject:** Conf Call  
**Importance:** High

Randall – We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks.

USA Toll Free Number: 877-695-7193  
USA Toll Number: +1-712-421-2518  
VNET Number: 333-1808  
PARTICIPANT PASSCODE: 336939

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]

**Sent:** Wednesday, January 25, 2006 11:55 AM

**To:** 'Rick McGolerick'

**Subject:**

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, January 25, 2006 11:55 AM  
**To:** 'Rick McGolerick'  
**Subject:**

Attached is *Brandenburg Telephone Company's* letter per our conference call.

Randall Bradley

On behalf of Brandenburg Telephone Company ("Brandenburg"), I am writing to respond to our brief conference call on January 9, 2006 discussing a possible Extended Area Service "EAS" traffic exchange agreement. While MCI (CLEC) apparently questioned the fundamental need for the terms set forth in the draft agreement, it appears from recent discussions with MCI's local representatives that MCI now realizes the need for an EAS traffic arrangement.

Brandenburg provides local exchange carrier ("LEC") service in limited areas in the North-Central portion of Kentucky. MCI (CLEC) apparently provides competitive LEC service in areas served by the incumbent Alltel. Alltel and Brandenburg have Extended Area Calling ("EAS") arrangements in place for calls between their respective end users located in specific exchange areas. Specifically, the end users in the Brandenburg exchanges of Radcliff and Vine Grove have EAS calling with Alltel's end users in the exchange of Elizabethtown.

MCI (CLEC) apparently negotiated and established interconnection with Alltel in Kentucky many months or years ago. Brandenburg is not a party to any agreement that MCI may have with Alltel, and Alltel does not have any authority or right to act on behalf of Brandenburg in any matters with third parties such as MCI. In entering the competitive LEC market in the Alltel service area, MCI appears to have overlooked Brandenburg's separate existence and rights. It is incumbent upon new competitive carriers to seek and to put in place complete and proper connecting carrier arrangements for the services the competitive LEC intends to provide.

With this in mind, Brandenburg is willing to consider terms and conditions under which MCI (CLEC) can provide EAS calling under technical, economic, and mutually beneficial terms and conditions similar to the existing arrangements between incumbent LECs. Brandenburg is willing to enter into an EAS arrangement(s) for the exchange of accurately defined EAS calls between end users served by MCI (CLEC) in those communities with which Brandenburg end users exchange EAS calling. Brandenburg provided a draft EAS agreement that reflects those terms. Brandenburg and other small LECs in Kentucky have already entered into EAS agreements that are either identical, or very similar, to the draft agreement that Brandenburg provided. While Brandenburg is willing to discuss terms and conditions that determine the trunking applications for what MCI now appears to suggest will be one-way traffic to MCI, the vast changes to the draft agreement proposed by MCI would not be acceptable. Implementation of the Agreement, including the establishment by MCI of trunking facilities to the meet point between Brandenburg and Bellsouth at 1960 N. Dixie Blvd., Radcliff, KY, will be the most expedient way to put in place the EAS arrangements that MCI has neglected for some time.

We can discuss those terms on another conference call scheduled at a convenient time for the parties. Please let me know your availability during the week of January 30, and I will coordinate finding a time that will work for all.

---

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, January 25, 2006 4:23 PM  
**To:** 'Rick McGolerick'  
**Cc:** 'Mark Turner'; 'John Monroe'; 'Steven Watkins'  
**Subject:** RE: Conf Call

Rick,

Tuesday, January 31<sup>st</sup> at 3:00 p.m. E.S.T. works for Brandenburg.

-----Original Message-----

**From:** Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]  
**Sent:** Wednesday, January 25, 2006 3:14 PM  
**To:** 'Randall Bradley'  
**Cc:** Mark Turner; John Monroe  
**Subject:** Conf Call  
**Importance:** High

Randall – We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks

USA Toll Free Number: 877-695-7193  
USA Toll Number: +1-712-421-2518  
VNET Number: 333-1808  
PARTICIPANT PASSCODE: 336939

-----Original Message-----

**From:** Randall Bradley [mailto:rbradley@bbtel.com]  
**Sent:** Wednesday, January 25, 2006 11:55 AM  
**To:** 'Rick McGolerick'  
**Subject:**

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

RECEIVED

JUL 31 2008

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INVESTIGATION IN THE TRAFFIC )  
DISPUTE BETWEEN WINDSTREAM )  
KENTUCKY EAST, LLC, BRANDENBURG )  
TELEPHONE COMPANY AND MCIMETRO )  
ACCESS TRANSMISSION SERVICES, LLC )  
D/B/A VERIZON ACCESS )

Case No. 2008-00203

BRANDENBURG TELEPHONE COMPANY'S RESPONSES TO  
COMMISSION STAFF'S DATA REQUESTS

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 files its responses to the Commission Staff's ("Commission") Data Requests. In response to those data requests, Brandenburg states as follows.

**QUESTION NO. 1:** Provide a copy of the applicable section of the Local Exchange Routing Guide or other documentation on which Brandenburg relies to determine that the traffic in question should be routed to Windstream in Elizabethtown.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please see the documents attached hereto as Exhibit 1. Brandenburg also notes that when it launches a query of an MCI metro number with a 270-769 NPA-NXX, the routing data returns a local routing number ("LRN") with a 502-544 NPA-NXX, which the Local Exchange Routing Guide ("LERG") designates as a Louisville rate center.

Brandenburg further notes that the Local Exchange Routing Guide ("LERG") does not exclusively determine the routing of local traffic; interconnecting carriers deploy trunking

arrangements for local traffic that do not necessarily follow those documented in the LERG. The LERG was designed to provide interexchange carriers with information as to where long distance traffic is to be delivered for termination. Neither the incumbent LEC industry nor other interconnecting LECs necessarily follow the same approach for local traffic trunking as that used for terminating access.

**QUESTION NO. 2:** What is the appropriate compensation to be paid for this traffic?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg's e-mail correspondence with Windstream employee Steven Williams (attached to Brandenburg's complaint in Case No. 2008-00239) makes no mention of any compensation due from Brandenburg to Windstream. Moreover, in the absence of a lawful and applicable tariff or agreement, Brandenburg states it owes no compensation to Windstream for the traffic at issue in this dispute. If any compensation is due to Windstream, it is due to Windstream from MCImetro, who has unlawfully refused to enter into an appropriate traffic exchange agreement with Brandenburg.

Moreover, Brandenburg owes no compensation to MCImetro for MCImetro's termination of dial-up ISP traffic completed as Extended Area Service ("EAS"). Brandenburg neither pays nor receives compensation for the termination of EAS traffic. Additionally, the traffic in dispute is in fact non-local ISP-bound traffic, and Brandenburg further believes that all costs associated with serving these ISPs should be borne by MCImetro or the ISPs themselves.

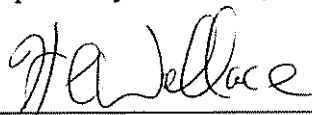
**QUESTION NO. 3:** Provide a copy of the current Extended Area Service agreement between Windstream and Brandenburg.



**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** To the best of Brandenburg's knowledge, the terms and conditions governing the exchange of EAS traffic between Brandenburg and Windstream are not contained in a physical agreement but rather in long-standing orders issued in Administrative Case No. 221, in which the Commission addressed the EAS rights and obligations of telephone utilities. Copies of the two substantive orders issued in that case are attached hereto as Exhibit 3.

Respectfully submitted,



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*Counsel to Brandenburg Telephone Company*

**CERTIFICATION**

I hereby certify that I have supervised the preparation of Brandenburg Telephone Company's responses to the initial data requests of Commission Staff and that the factual responses contained therein (and for which I am designated the responsible witness) are true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry. (Legal counsel is responsible for any legal objections.)

*Allison T. Willoughby / by permission*  
Allison T. Willoughby,  
Assistant General Manager of Brandenburg  
Telephone Company *hcw*

Date: 7-31-08

**CERTIFICATE OF SERVICE**

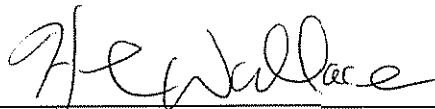
I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 31<sup>st</sup> day of July, 2008.

Bruce F. Clark, Esq.  
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*Counsel to MCImetro*



*Counsel to Brandenburg Telephone Company*



2002/11/12 20:44 \*\*\*\*\* H3X623\_00 BADCLIFF\_FY LEC00017 APPLIED 12NOV02 \*\*\*\*\*  
CT:  
Aqln. 2707693330  
Query sent: 2008/07/23 11:41:30 900 WED.  
Valid QLRN response received.  
Routing number: 5025549921.  
CALLING DN: 2703519960. Office: BADCLKYXACG0.  
Elapsed Time (mm:ss:ms): 0:0:400.  
\*

7222 MCI WORLDCOM COMMUNICATIONS, INC. - MS CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7235 ADELPHIA BUSINESS SOLUTIONS OF SOUTH CAROLINA, INC MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656
7223 MCI WORLDCOM COMMUNICATIONS, INC. - IN CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7236 ADELPHIA BUSINESS SOLUTIONS OF NASHVILLE, LP MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656
7224 MCI WORLDCOM COMMUNICATIONS, INC. - NC CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7237 ADELPHIA BUSINESS SOLUTIONS OF PENNSYLVANIA, INC. MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656
7227 BROOKS FIBER COMMUNICATIONS-LD, INC., DBA MFS KAUFMAN, MITCH 8521 LEEBURG PIKE VIENNA VA 22182 703-918-6083	7238 MCI WORLDCOM COMMUNICATIONS, INC. - VA CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103
7228 MCI WORLDCOM COMMUNICATIONS, INC. - MD CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7239 MCI WORLDCOM COMMUNICATIONS, INC. - TX CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103
7229 MCI METRO, ATE, INC. CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	724A DAYSTAR COMMUNICATIONS, INC. WILLIAMS, JOSEPH T 5401 N. 76TH ST. MILWAUKEE WI 53218 414-527-4985
723A TALK AMERICA, INC. - MD WELTENS, KEVIN 12020 SUNRISE VALLEY DRIVE RM SUITE 250 RESTON VA 20191 703-391-7534	724B BUSINESS TELECOM, INC. DBA BTI - MS HOPTON, WILLIAM 875 MERRICK AVENUE WESTBURY NY 11590 516-512-5535
723B BUSINESS TELECOM, INC. DBA BTI - LA HOPTON, WILLIAM 875 MERRICK AVENUE WESTBURY NY 11590 516-512-5535	724C BRC LONG DISTANCE, INC. - IA LAURICELLA, MARY 9525 W. BRYN MAWR ROSEMONT IL 60018 847-928-8796
723C BRC LONG DISTANCE, INC. - ID LAURICELLA, MARY 9525 W. BRYN MAWR ROSEMONT IL 60018 847-928-8796	724D MCI WORLDCOM COMMUNICATIONS, INC., CA CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103
7230 BROOKS FIBER COMMUNICATIONS - CONNECTICUT CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7241 TIME WARNER TELECOM OF CALIFORNIA, LP - CA BLAKLEY, JILL 10475 PARK MEADOWS DRIVE LITTLETON CO 80124 303-566-8830
7231 BROOKS FIBER COMMUNICATIONS - RHODE ISLAND CHISANGA, GODFREY NUMBER ADM MANAGER 2400 NORTH GLENVILLE RICHARDSON TX 75082 972-729-5103	7242 ICG TELECOM GROUP - TN PINO, PAUL 161 INVERNESS DRIVE WEST ENGLEWOOD CO 80112 303-414-5143
7232 ADELPHIA BUSINESS SOLUTIONS OF NEW JERSEY, LLC MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656	7243 ICG TELECOM GROUP - KY PINO, PAUL 161 INVERNESS DRIVE WEST ENGLEWOOD CO 80112 303-414-5143
7233 ADELPHIA BUSINESS SOLUTIONS OF MICHIGAN MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656	7244 ICG TELECOM GROUP - NC PINO, PAUL 161 INVERNESS DRIVE WEST ENGLEWOOD CO 80112 303-414-5143
7234 ADELPHIA BUSINESS SOLUTIONS OF KENTUCKY, INC. MIKLOS, LESLIE CODE ADMINISTRATION 121 CHAMPION WAY CANONSBURG PA 15317 724-743-9656	7245 ICG TELECOM GROUP - CA PINO, PAUL 161 INVERNESS DRIVE WEST ENGLEWOOD CO 80112 303-414-5143

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LATA: 462 - LOUISVILLE KENTUCKY

DB	EFF DATE	NPA	COC	COC TYPE	SBC	DIND	TR	DIG	P	OCN	OCN	LOCALITY	ST	RATE CENTER	--LINES-- PROM TO	SW IDENT	SHA IND	TEST LINE
502	500	SP2	S	Y	10	10	Y	6664	6664	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKXZL2CM2	01	9603	
502	502	EOC	N	Y	7	10	Y	9400	9419	FRANKFORT	KY	FRANKFORT	0000	9999	FRFTKYMAD50	00	9999	
502	507	PMC	C	Y	10	10	Y	6677	4116	BARDSTOWN	KY	BARDSTOWN	0000	9999	LSVLKYAPX7X	00		
502	508	EOC	N	Y	10	10	Y	7421	7421	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYCSD50	00	9951	
502	510	SP2	S	Y	7	10	Y	6529	3650	BARDSTOWN	KY	BARDSTOWN	0000	9999	LSVMKX44CM1	00		
502	512	ROC	N	Y	10	10	Y	6664	3994	TAYLORSVL	KY	TAYLORSVL	0000	9999	LSVLKYAPXIX	00	0009	
502	513	EOC	N	X	10	10	Y	6664	3994	SHELBYVL	KY	SHELBYVL	0000	9999	LSVLKYAPXIX	01	0009	
502	514	EOC	N	X	10	10	Y	6664	3994	OWENTON	KY	OWENTON	0000	9999	LSVLKYAPXIX	01	0009	
502	515	EOC	N	Y	10	10	X	7129	7234	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVMKYCSD50	00		
502	517	ROC	N	Y	10	10	X	6664	3994	LAWRENCEBG	KY	LAWRENCEBG	0000	9999	LSVLKYAPXIX	01	0009	
502	518	EOC	N	Y	10	10	Y	6664	3994	EMINENCE	KY	EMINENCE	0000	9999	LSVLKYAPXIX	01	0009	
502	519	EOC	N	Y	10	10	Y	6664	3994	CARROLLTON	KY	CARROLLTON	0000	9999	LSVLKYAPXIX	01	0009	
502	523	PMC	C	Y	10	10	X	G056	6500	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYXCM1	00		
502	525	PMC	C	Y	10	10	Y	G056	6500	CARROLLTON	KY	CARROLLTON	0000	9999	LSVLKYXCM1	00		
502	526	EOC	N	X	10	10	Y	G068	3756	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD59	00	9952	
502	527	EOC	N	Y	10	10	N	G014	2623	EMINENCE	KY	EMINENCE	0000	9999	LSVLKX277MD	02		
502	528	EOC	N	Y	10	10	N	G014	2623	ROBETTRACE	KY	ROBETTRACE	0000	9999	LSVLKX277MD	01		
502	529	SP2	S	Y	10	10	Y	6664	6664	SHELBYVL	KY	SHELBYVL	0000	9999	LSVLKXZL2CM2	04	9603	
502	531	EOC	N	Y	10	10	Y	G096	6062	SHEPHEDESVL	KY	SHEPHEDESVL	0000	9999	LSVLKYCSD54	00	9960	
502	532	ROC	N	Y	7	10	X	9400	9419	CAMPBELLSBG	KY	CAMPBELLSBG	0000	9999	CMCBKYMAD50	00		
502	533	SP2	S	X	7	10	Y	6529	3650	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVMKX44CM1	00		
502	534	ROC	N	Y	10	10	N	G082	3583	CAMPBELLSBG	KY	CAMPBELLSBG	0000	9999	LSVLKY1801W	00		
502	538	EOC	N	X	7	7	Y	G070	0402	MWASHIGTN	KY	MWASHIGTN	0000	9999	KMWSKXARS0	00		
502	540	ROC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	541	PMC	C	X	10	10	Y	G045	6207	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKY53CM3	00		
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502	544	PMC	C	Y	10	10	Y	G045	6207	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKX53CM3	00		
502	545	PMC	C	Y	10	10	X	6010	6010	FRANKFORT	KY	FRANKFORT	0000	9999	LSVMKYXCM1	00		
502	547	EOC	N	Y	10	10	Y	7421	7421	NEWLIBERTY	KY	NEWLIBERTY	0000	9999	LSVLKYCSPMD	00	9988	
502	548	PMC	C	Y	10	10	Y	G056	6500	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYXCM1	00		
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502	550	PMC	C	Y	NA	10	Y	G045	6207	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKY53CMD	00		
502	551	PMC	C	X	NA	10	Y	G045	6207	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKX53CMD	00		
502	552	PMC	C	Y	10	10	Y	G056	6500	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYXCM1	00		
502	553	PMC	C	X	NA	10	X	G045	6207	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKY53CMD	00		
502	554	EOC	N	Y	10	10	Y	7228	7229	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKY27R3X	00	9921	
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502	560	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKXAPD50	00		
502	561	EOC	N	X	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	562	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	563	EOC	N	Y	10	10	Y	7421	7421	OWENTON	KY	OWENTON	0000	9999	LSVLKYCSPMD	00	9988	
502	564	EOC	N	Y	7	10	Y	9400	9419	FRANKFORT	KY	FRANKFORT	0000	9999	FRFTKYMAD50	00		
502	565	EOC	N	X	10	10	X	8354	3495	LA GRANGE	KY	LA GRANGE	0000	9999	LSVMKXPFID50	01	1000	
502	566	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	567	EOC	N	Y	10	10	N	G082	3583	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKY1801W	00		
502	568	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	569	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	571	EOC	MD	X	7	10	N	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	572	EOC	N	Y	7	10	Y	9400	9419	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVLKYAPD50	00		
502	573	EOC	N	Y	7	10	Y	9400	9419	FRANKFORT	KY	FRANKFORT	0000	9999	FRFTKYED50	00		
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502	580	EOC	N	Y	10	10	Y	7129	7234	LOUISVILLE	KY	LOUISVILLE	0000	9999	LSVMKYCSD50	00		

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LATA: 462	- LOUISVILLE KENTUCKY										ZIP	PTC			
SS	EFF	DATE	SW	IDENT	EQPT	MAJOR	MAJOR	VC	HC	ICDD	STREET	CITY	ST	CODE	AND
					TYPR	AOCN	OCN								
LSVLKYCWD80	SE	9400	9419	06490	02738	Y	6612	W	HVY	22,	CRESTWOOD	KY	40014	P	
END OFC, BCR5, BCR6, PRI 64, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYFCDS0	SE	9400	9419	06532	02736	Y	6801	B	ARDSTOWN	RD,	LOUISVILLE	KY	40291	P	
END OFC, BCR5, BCR6, PRI 64, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYHAD80	ORM	9400	9419	06498	02762	Y	7601	R	IVRR	RD,	LOUISVILLE	KY	40059	P	
END OFC, REMOTE, BCR5, BCR6, PRI 64, CCS AC OFC, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYIQDS0	SE	4614	3831	06527	02773	Y	515	W	MARKET	ST.	LOUISVILLE	KY	40202		
END OFC, ISDN FS OFC, LNP CAPABLE, SW 56															
LSVLKXJTD80	SE	9400	9419	06521	02732	Y	12050	T	AYLORSVILLE	RD,	LOUISVILLE	KY	40299	P	
END OFC, BCR5, BCR6, PRI 64, ISDN FS OFC, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYOAD80	SE	9400	9419	06542	02751	Y	1138	M	INOR	LN,	LOUISVILLE	KY	40219	P	
END OFC, BCR5, BCR6, PRI 64, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYQDS0	SE2	8660	8660	06528	02772	Y	620	S	3RD	ST,	LOUISVILLE	KY	40202	P	
END OFC, HOST, PG D TDM, LOCAL TDM, INTRA TDM, CS DATA TDM, BCR5, BCR6, PRI 64, CCS AC OFC, LNP CAPABLE, PG D 64															
LSVLKYQGD	POI	8660	8660	06528	02772	Y	620	S	3RD	ST,	LOUISVILLE	KY	40202		
END OFC, LOCAL TDM, INTRA TDM, CS DATA TDM, BCR5, BCR6, PRI 64, LNP CAPABLE															
LSVLKYSHD80	SE	9400	9419	06545	02776	Y	2201	A	UBURN	DR,	LOUISVILLE	KY	40216	P	
END OFC, HOST, BCR5, BCR6, PRI 64, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYSLDS0	SE	9400	9419	06525	02745	Y	7500	T	EMPSCLAIR	RD,	LOUISVILLE	KY	40220	P	
END OFC, BCR5, BCR6, PRI 64, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYSD80	SE	9400	9419	06519	02758	X	111	D	AUER	AVE,	LOUISVILLE	KY	40207	P	
END OFC, BCR5, BCR6, PRI 64, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYTD80	DMH	9400	9419	06533	02770	Y	1616	S	3RD	ST,	LOUISVILLE	KY	40208	P	
END OFC, BCR5, BCR6, PRI 64, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, SW 56, PG D 56, PG D 64, INTRA PRSUB															
LSVLKXVSD80	DMH	9400	9419	06561	02774	Y	8501	D	XIE	HVY,	LOUISVILLE	KY	40272	P	
END OFC, HOST, BCR5, BCR6, PRI 64, ISDN FS OFC, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, SW 56, INTRA PRSUB															
LSVLKYWED80	SE	9400	9419	06507	02750	Y	9100	W	ESTPORT	RD,	LOUISVILLE	KY	40242	P	
CLASS 4/5 = LSVLKYWE1GT END OFC, CLASS 4/5, BCR5, BCR6, PRI 64, PACKET E.164, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, INTRA PRSUB															
LSVLKYWEXDX	POI	4822	4822	06507	02750	Y	9020	W	ESTPORT	RD,	LOUISVILLE	KY	40242		
WIRELESS OFC, LNP CAPABLE															
LSVLKYWE1GT	SE	9400	9419	06507	02750	Y	9100	W	ESTPORT	RD,	LOUISVILLE	KY	40242	P	
CLASS 4/5 = LSVLKYWED80 CLASS 4/5, PG D TDM, PG D TDM, INTRA TDM, CS DATA TDM, BCR5, BCR6, PRI 64, CCS AC OFC, 800 SSP, CIP, CSP, SW 56															
LSVLKYWXCM1	SE	6056	6500	06518	02737	Y	2441	H	OLLOWAY	RD,	LOUISVILLE	KY	40299		
END OFC, WIRELESS OFC, LNP CAPABLE															
LSVLKYZLDM2	ESS	6664	6664	06519	02736	Y	2800	D	IODE	LN,	LOUISVILLE	KY	40299		
WIRELESS OFC, LNP CAPABLE															
LSVLKY18DS0	SE	6082	7243	06528	02772	Y	332	W	BROADWAY	ST,	LOUISVILLE	KY	40202	P	
CLASS 4/5 = LSVLKY18D1T END OFC, CLASS 4/5, BCR5, BCR6, PRI 64, LNP CAPABLE, SW 56, PG D 56, PG D 64															
LSVLKY18D1T	SE	6082	7243	06528	02772	Y	332	W	BROADWAY	ST,	LOUISVILLE	KY	40202	P	
CLASS 4/5 = LSVLKY18DS0 CLASS 4/5, LOCAL TDM, PRI 64, ISDN MULTIRI, ISDN FS OFC, X.75 GATEWAY, PACKET E.164, SW 56, PG D 56, PG D 64															
LSVLKY18D1M	AS3	6082	3583	06528	02772	N	332	W	BROADWAY	ST,	LOUISVILLE	KY	40202	P	
END OFC, ISDN MULTIRI, LNP CAPABLE, SW 56, PG D 56, PG D 64															
LSVLKY26DS0	DMH	9400	9419	06530	02778	Y	623	S	26TH	ST,	LOUISVILLE	KY	40211	P	
END OFC, BCR5, BCR6, PRI 64, CCS AC OFC, 800 SSP, LNP CAPABLE, CIP, CSP, SW 56, PG D 56, PG D 64, INTRA PRSUB															
LSVLKY27DC0	SE	6024	7260	06527	02773	Y	462	S	4TH	ST,	LOUISVILLE	KY	40202	P	
CLASS 4/5 = LSVLKY27DS0 END OFC, CLASS 4/5, LNP CAPABLE															
LSVLKY27DS0	SE	6024	7260	06527	02773	Y	462	S	4TH	ST,	LOUISVILLE	KY	40202	P	
CLASS 4/5 = LSVLKY27D1T END OFC, CLASS 4/5, LNP CAPABLE															
LSVLKY27DS2	DXC2	6029	8934	06527	02773	X	462	S	4TH	AVE,	LOUISVILLE	KY	40202		
END OFC, REMOTE, LNP CAPABLE															
LSVLKY27DS3	CSX	6029	2466	06527	02773	Y	0-99999	W	EIDINGER	TOWER,	LOUISVILLE	KY	40202		
END OFC, LNP CAPABLE															
LSVLKY27X3K	POI	7228	7229	06527	02773	Y	0-99999	W	EIDINGER	TOWER,	LOUISVILLE	KY	40202		
END OFC, BCR5, BCR6, PRI 64, CCS AC OFC, LNP CAPABLE, CIP, PG D 56, PG D 64, INTRA PRSUB															
LSVLKY2701T	SE	6024	7260	06527	02773	Y	462	S	4TH	ST,	LOUISVILLE	KY	40202		
CLASS 4/5 = LSVLKY27DS0 CLASS 4/5, PG D TDM															
LSVLKY277MD	POI	6014	2623	06527	02773	Y	0-99999	W	EIDINGER	TOWER,	LOUISVILLE	KY	40202		
END OFC															
LSVLKY44ZMD	POI	6232	6232	06525	02769	Y	340	B	AXTER	AVE,	LOUISVILLE	KY	40244		
WIRELESS OFC, LNP CAPABLE															

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LATA: 462 - LOUISVILLE KENTUCKY

IDM: LSVLKYP2GT RQPT TYPE: DM2 TB:  
FUNCTION: B,D,T,U,T,M LATA: 462 EFF DATE:

HS	EFF DATE	NPA	COC	SW IDENT	EQPT TYPE	ORIG	FUNCTION-TERM
502	405	LSVLKYAPB85	DMH	O	O		
502	412	LSVLKYWB850	SE	O	O		
502	417	LSVLKYZLCM2	ESS	BD	BD		
502	418	LSVLKYZLCM2	ESS	BD	BD		
502	419	LSVLKYZLCM2	ESS	BD	BD		
502	420	LSVLKYWB850	SE	O	O		
502	421	LSVLKYWB850	SE	O	O		
502	422	LSVWKY44CM1	CMC	BDOB	BDO		
502	423	LSVLKYWB850	SE	O	O		
502	425	LSVLKYWB850	SE	O	O		
502	426	LSVLKYWB850	SE	O	O		
502	428	LSVLKYZLCM2	ESS	BD	BD		
502	429	LSVLKYWB850	SE	O	O		
502	432	LSVWKYBXCML	CMC	DT	DT		
502	435	LSVLKYZLCM2	ESS	BD	BD		
502	438	LSVLKYSL850	SE	BDO	BDO		
502	439	LSVWKYBXCML	CMC	DT	DT		
502	441	LSVLKY27DS3	CSX	BD	BD		
502	442	LSVLKYZLCM2	ESS	BD	BD		
502	443	LSVLKYAP850	DMH	BDO	BDO		
502	445	LSVLKY530MD	POI	BDO	BDO		
502	446	LSVLKYAP850	DMH	BDO	BDO		
502	447	LSVLKYSH850	SE	BDO	BDO		
502	448	LSVLKYSH850	SE	BDO	BDO		
502	449	LSVLKYSH850	SE	BDO	BDO		
502	451	LSVLKYBR850	SE	BDO	BDO		
502	452	LSVLKYBR850	SE	BDO	BDO		
502	454	LSVLKYBR850	SE	BDO	BDO		
502	455	LSVLKYBR850	SE	BDO	BDO		
502	456	LSVLKYBR850	SE	BDO	BDO		
502	457	LSVLKYZLCM2	ESS	BD	BD		
502	458	LSVLKYBR850	SE	BDO	BDO		
502	459	LSVLKYBR850	SE	BDO	BDO		
502	460	LSVWKYBXCML	CMC	DT	DT		
502	461	LSVWKYPL850	RSC	O	O		
502	463	LSVWKYBXCML	RSC	O	O		
502	464	LSVLKYBR850	SE	BDO	BDO		
502	468	LSVLKY53CM3	CMC	BDOB	BDO		
502	469	LSVLKYAPX0X	POI	BD	BD		
502	471	LSVLKYZLCM2	ESS	BD	BD		
502	472	LSVLKYZLCM2	ESS	BD	BD		
502	473	LSVLKYBR850	SE	BDO	BDO		
502	474	LSVLKY27DS3	CSX	BD	BD		
502	475	LSVLKYBXCML	SE	BDO	BDO		
502	477	LSVLKYBXCML	RSC	BDO	BDO		
502	478	LSVLKYBR850	SE	BDO	BDO		
502	479	LSVLKYBR850	SE	BDO	BDO		
502	484	LSVWKYBXCML	RSC	O	O		
502	485	LSVLKYBR850	SE	BDO	BDO		

HS	EFF DATE	NPA	COC	SW IDENT	EQPT TYPE	ORIG	FUNCTION-TERM
502	487	LSVWKYBXCML	CMC	DT	DT		
502	488	LSVLKY53CM3	CMC	BDOB	BDO		
502	489	LSVLKYWB850	SE	O	O		
502	491	LSVLKYSL850	SE	BDO	BDO		
502	492	LSVWKY040MD	POI	D	D		
502	493	LSVLKYSL850	SE	BDO	BDO		
502	494	LSVLKY53CM3	CMC	BDOB	BDO		
502	495	LSVLKYSL850	SE	BDO	BDO		
502	499	LSVLKYSL850	SE	BDO	BDO		
502	500	LSVLKYZLCM2	ESS	BD	BD		
502	502	LSVWKYBXCML	DMH	O	O		
502	507	LSVLKYAPX7X	POI	BD	BD		
502	508	LSVLKYC850	4E	DT	DT		
502	510	LSVWKY44CM1	CMC	BDOB	BDO		
502	512	LSVLKYAPXIX	POI	D	D		
502	515	LSVWKYCY850	SE	BDO	BDO		
502	523	LSVLKYBXCML	SE	BDO	BDO		
502	525	LSVLKYBXCML	SE	BDO	BDO		
502	526	LSVLKYAP850	DMH	D	D		
502	528	LSVLKY277MD	POI	D	D		
502	531	LSVLKYC850	NR5	D	D		
502	532	LSVWKYBXCML	RSC	O	O		
502	533	LSVWKY44CM1	CMC	BDOB	BDO		
502	538	LSVWKYBXCML	RSC	BDOB	BDO		
502	540	LSVLKYAP850	DMH	BDO	BDO		
502	541	LSVLKY53CM3	CMC	BDOB	BDO		
502	543	LSVWKYBXCML	RSC	BDOB	BDO		
502	544	LSVLKY53CM3	CMC	BDOB	BDO		
502	545	LSVWKYBXCML	CMC	DT	DT		
502	548	LSVLKYBXCML	SE	BDO	BDO		
502	549	LSVWKYBXCML	RSC	BDO	BDO		
502	550	LSVLKY530MD	POI	BDOB	BDO		
502	551	LSVLKY530MD	POI	BDOB	BDO		
502	552	LSVLKYBXCML	SE	BDO	BDO		
502	553	LSVLKY530MD	POI	BDOB	BDO		
502	554	LSVLKY27X3X	POI	BDT	BDT		
502	558	LSVLKYBXCML	SE	BDO	BDO		
502	560	LSVLKYAP850	DMH	BDO	BDO		
502	561	LSVLKYAP850	DMH	BDO	BDO		
502	562	LSVLKYAP850	DMH	BDO	BDO		
502	564	LSVWKYBXCML	DMH	O	O		
502	566	LSVLKYAP850	DMH	BDO	BDO		
502	568	LSVLKYAP850	DMH	BDO	BDO		
502	569	LSVLKYAP850	DMH	BDO	BDO		
502	571	LSVLKYAP850	DMH	BDO	BDO		
502	572	LSVLKYAP850	DMH	BDO	BDO		
502	573	LSVWKYBXCML	RSC	O	O		
502	574	LSVLKYAP850	DMH	BDO	BDO		
502	580	LSVWKYCY850	SE	BDO	BDO		

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DATA: 462 - LOUISVILLE KENTUCKY

LR	EFF DATE	LRN	MEA	LRN TYPE	SWITCH	ACCN	OCN	RATE CENTER NAME	CENTER TYPE	STATE
		502 491 0000		F	LSVLKYSLDS0	9400	9419			
		502 515 0000		F	LSVVKYCYDS0	7129	7234	LOUISVILLE		KY
		502 526 0000		F	LSVLKYAPDS9	0068	3756	LOUISVILLE		KY
		502 532 0000		F	CMGGRYMADS0	9400	9419			
		502 538 9998		F	MTWSKYXARS0	0070	0402	MTWASHGTON		KY
		502 543 9999		F	SHPVKXKARS0	0070	0402	SHEPHERDVL		KY
		502 549 0000		F	NWENKYMADS0	9400	9419			
		502 553 0933		F	LSVLKY530MD	0045	6207			
		502 554 9921		F	LSVLKY27K3K	7228	7229	LOUISVILLE		KY
		502 565 1999		M	LSVVKYFIDS0	8354	3495	LA GRANGE		KY
		502 567 1999		F	LSVLKY1801W	0082	3583			
		502 569 0000		F	LSVLKYAPDS0	9400	9419			
		502 604 0000		F	LSVLKYAPK7K	6677	4116	LAWRENCEBG		KY
		502 608 9469		F	LSVLKYZLGM2	6664	6664	LOUISVILLE		KY
		502 633 0000		F	SHVLKYMADS0	9400	9419			
		502 634 0000		F	LSVLKYTSDB0	9400	9419			
		502 657 0997		F	LSVLKYAFBB5	8660	2509	LOUISVILLE		KY
		502 663 0000		F	LSVLKYCSD84	0096	6062	BEDFORD		KY
		502 663 0002		F	LSVLKYCSD84	0096	6062	BEDFORD		KY
		502 673 0000		F	CHFLKYMADS1	9400	9419			
		502 695 0000		F	FRFKYERDS0	9400	9419			
		502 710 0000		F	LSVLKYCSD82	7125	7686	LOUISVILLE		KY
		502 719 9999		F	LSVLKY27DB0	0024	7260	LOUISVILLE		KY
		502 722 0000		F	SBVLKYMADS0	9400	9419			
		502 732 0000		F	CRTNKYMADS0	9400	9419			
		502 736 9995		F	LSVLKYCGDS0	8660	8660			
		502 738 0000		F	MTEDKYMADS0	9400	9419			
		502 742 0000		F	LSVLKYCSD84	0096	6062	LOUISVILLE		KY
		502 742 0002		F	LSVLKYCSD84	0096	6062	LOUISVILLE		KY
		502 743 0000		F	SLPRKYMADS1	9400	9419			
		502 744 7558		F	LSVVKYBXCML	6010	6010	LOUISVILLE		KY
		502 747 0000		F	BGDDKYMADS0	9400	9419			
		502 753 9999		F	LSVVKYFIDS0	8354	3495	LOUISVILLE		KY
		502 759 9950		F	LSVLKY530M4	0045	6207			
		502 772 0000		F	LSVLKY26DB0	9400	9419			
		502 797 6040		F	LSVVKYBXCMD	6010	6010	LOUISVILLE		KY
		502 797 6186		M	LSVVKYBXCMD	6010	6010	LOUISVILLE		KY
		502 805 9999		F	LSVLKYAPXOX	0099	4211	LOUISVILLE		KY
		502 817 0000		F	LSVLKY84CNO	4822	4822	LOUISVILLE		KY
		502 827 3682		F	RDCLKYLT1MD	0082	7319			
		502 827 4607		M	RDCLKYLT1MD	0082	7319			
		502 829 0000		F	WDDYKYMADS0	9400	9419			
		502 833 0000		F	LBJTKYMADS0	9400	9419			
		502 834 0000		F	FNVLKYMADS1	9400	9419			
		502 839 0000		F	LRBGKYMADS0	9400	9419			
		502 845 0000		F	EMNKYESDS0	9400	9419			
		502 871 4198		F	LSVVKYJHDM0	8824	4369	FRANKFORT		KY
		502 878 0000		F	EMNKYFIDS0	9400	9419			
		502 893 0000		F	LSVLKY8MDR0	9400	9419			
		502 922 0000		F	WSPNKYMADS0	9400	9419			

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COMMONWEALTH OF KENTUCKY  
BEFORE THE UTILITY REGULATORY COMMISSION

\* \* \* \* \*

In the Matter of

EXTENDED AREA            )  
TELEPHONE SERVICE        )       ADMINISTRATIVE CASE NO. 221

ORDER

On its own motion, the Commission, having received numerous requests from telephone subscribers who desire toll-free calling to an exchange outside of their local calling area, otherwise known as extended Area Telephone Service (EAS), Ordered a hearing for the purpose of receiving testimony from telephone utilities and other interested persons as to whether the Commission should adopt guidelines or procedures to handle such requests. The hearing was scheduled for March 5, 1980, at 9:30 a.m., Eastern Standard Time, in the Commission's Offices at Frankfort, Kentucky. The hearing was held as scheduled and all parties of interest were given the opportunity to be heard.

As a result of this hearing, and after deliberation of this matter and being advised, the Commission issued its Order of September 19, 1980, wherein a set of EAS guidelines were proposed. A further hearing was set for the purpose of receiving comment and testimony relative to the proposed EAS guidelines. The hearing was scheduled for October 23, 1980, at 10:00 a.m., Eastern Daylight Time, in the Commission's offices at Frankfort, Kentucky, and was again held as scheduled, with all parties of interest being given the opportunity to be heard.

The Commission, after consideration of this matter, including the testimony and all evidence of record, and being advised, is of the opinion and FINDS that:

1) At the hearing of October 23, 1980, several items of constructive comment and testimony were offered relative to the issues of clarity and special concerns of the parties of interest, and have been incorporated into the Commission's proposed EAS Guidelines to the extent that they contributed to the clarity

and/or fairness of the subject guidelines;

2) The proposed guidelines attached as Appendix "A" are fair, just, and reasonable to both telephone subscribers and the telephone utilities, and should be adopted.

IT IS THEREFORE ORDERED that the Extended Area Telephone Service (EAS) Guidelines which are attached as Appendix "A" to this Order be and they hereby are adopted as the standard guidelines for such requests.

IT IS FURTHER ORDERED that all Extended Area Telephone Service (EAS) requests considered by the Commission on and after the date of this Order shall be subject to the provisions of the guidelines attached as Appendix "A" to this Order.

Done at Frankfort, Kentucky, this 31st day of October, 1980.

UTILITY REGULATORY COMMISSION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Secretary

APPENDIX "A"  
APPENDIX TO AN ORDER OF THE UTILITY REGULATORY  
COMMISSION IN CASE NO. 221, DATED OCTOBER 31, 1980.

UTILITY REGULATORY COMMISSION  
GUIDELINES FOR CONSIDERATION OF  
REQUESTS FOR ESTABLISHMENT OF  
EXTENDED AREA SERVICE

General Provisions

This document provides for the consideration of requests for Extended Area Service (EAS) which have been brought before the Commission by telephone subscribers or others desiring the proposed service. The EAS considered shall be two-way, non-optional service between entire exchanges under the jurisdiction of this Commission. Such exchanges must be either contiguous or connected by a series of consecutively contiguous exchanges which have or are proposed to have a local calling area including the proposed EAS plan. If these above provisions are in conflict with either the specific language or general intent of appropriate tariffs of a company, the Commission may, in view of this conflict in regulations, permit deviation from such provisions upon application by the company.

EAS will be provided under these guidelines only when there is a demonstrated community of interest between exchanges, the relevant costs have been determined and appropriate customer surveys have indicated a clear willingness to pay any higher local rates attendant to the establishment of the service.

The "procedure" herein is a step-by-step process, with criteria for each step having to be successfully met to continue consideration of the EAS request, except as specifically noted. Failure to meet any such step will end consideration of the request at that point unless otherwise specified. However, petitioners may at any time

withdraw their request, at which time the Commission may terminate the proceedings.

#### Glossary of Terms

For the purpose of this procedure, the following definitions apply:

Central Office is a unit of a telephone company including the switching equipment and associated facilities used to establish connections between subscribers' lines connected thereto and to trunk or toll lines (intraexchange or interexchange) to other central offices within the same or other exchanges.

Community of Interest Factor (CIF) is a dual measurement for determining the feasibility of implementing Extended Area Service. A CIF is arrived at by: 1) dividing the total of Long Distance Message Telecommunications Service (toll) and Optional Calling Plan (OCP) messages made from an exchange to another exchange during the study period by the total number of subscribers in the originating exchange; and 2) dividing the total number of subscribers placing the required minimum number of messages stated in the first part by the total number of subscribers in the originating exchange.

Exchange is a geographical area established by a telephone company for the administration of telephone service. It consists of one or more central offices together with associated plant used in furnishing telephone service in that area. Long distance (toll) charges do not apply for messages between subscribers served by the same exchange. Petitioning exchange is the exchange in which the original petitioners for EAS are located. Desired Exchange is

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the exchange to which EAS is desired by the petitioners.

Extended Area Service (EAS) is a type of telephone switching and trunking arrangement which provides for calling among all subscribers of two or more telephone exchanges without the application of Long Distance Message Telecommunications Service (toll) charges.

Local Calling Area (LCA) is that area within which all subscribers served may call all other served subscribers without the application of toll charges to any subscriber for such calls, i.e., the area encompassing a common Extended Area Service plan.

Main Stations are all telephones, including Centrex and ESSX-1 (or similar type systems) and coin telephones, and excluding all extension telephones, which have access to the public network, and including (in lieu of any associated telephones) key system and PBX trunks, special circuits, and equivalent.

Message is a completed telephone call, regardless of duration, distance or origination time.

Optional Calling Plan (OCP) is a calling plan of varying type which may be made available within an exchange to individual subscribers having a need to frequently communicate with a distant exchange to which EAS is not offered.

Rate Additive is the positive per subscriber rate needed to recover the net cost penalty to the company of implementation of an EAS plan. It is in addition to any rate increase needed to reflect the increase in station size of any exchange's local calling area, such as approved tariff regrouping increases. In the absence of such approved tariff regrouping increases, a utility shall, before calculating the rate additive, first propose rate leveling between its exchanges and account for all revenue

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effects thereof in the derivation of its net cost penalty.

Rate Leveling is the method of achieving the same basic service rate treatment between or among exchanges as does approved tariffs for regrouping, but applying in instances where such regrouping and attendant rate increases are not authorized by approved tariffs. Such leveling should recognize both similarities and differences in the station sizes of all proposed local calling areas of each of a company's exchanges which is involved, in a manner similar to other companies' approved regrouping tariffs.

Study Period is a 30-day period used in determining the community of interest factor, said period falling wholly within the period comprising the previous six months and the future two months from the day the Commission orders the study of such data. The Commission may grant a period of different duration or age upon application by the company and upon acceptable showing of need or desirability for such deviation. Additionally, the Commission may order a study period to be comprised of a specific 30-day period in the future. A study period formed in accordance with this definition shall be considered to be representative of recent subscriber usage in general, except for unusual circumstances which may be noted by the company.

Subscriber is a customer of the telephone company who is responsible for telephone service, i. e., usually the person in whose name the telephone is listed and to whom the charge for service is billed. The subscriber may be any person, firm, partnership, corporation, cooperative organization or governmental entity or agency, among others, furnished communication service by a telephone company under approved tariffs. The term "subscriber" when referring

to usage of the telephone service includes all usage of the service by all parties. "Subscribers" may at various times be equated to main stations, billed telephone numbers, or accounts when referring to number of customers, but shall always mean the billing party or authorized representative thereof when referring to customer signatures or survey recipients. Rate - Affected Subscriber is the customer responsible for paying for a service whose billed rate would at some time be affected by the implementation of an EAS plan.

Toll, unless otherwise specified, refers to Long Distance Message Telecommunications Service as described in company tariffs, specifically and without modification thereto.

Trunk Equipment is cable, carrier, microwave, and all other outside plant equipment required for EAS trunking between telephone exchanges (interexchange). This term may also refer to similar facilities between central offices within an exchange (intraexchange).

Others words, terms, and phrases used herein shall be interpreted in the manner as is generally done within the telecommunications industry and as reflected in the various approved company tariffs and in other Commission rules and regulations. Any word or term in the singular shall also mean the plural where appropriate, and vice versa.

#### Procedure

Step 1) Upon receipt of a petition from subscribers or others in accordance with KRS 278.260, or any other currently applicable statute, the Commission shall refer the request to the company for response. If the company concurs in the request and the Commission agrees to this point, consideration shall directly proceed

to Step 3 following. If a company does not concur in the request it shall state its reasons for so doing and shall include in its reply to the Commission any known rate increases (by exchange by class and type of subscriber) attendant to the proposed EAS plan under approved tariffs, plus any estimate of further rate changes the company may then wish to reasonably justify within the time allowed for response, including any proposals for rate leveling of basic exchange rates. The company shall also furnish the exchange sizes by main station subscribers. The Commission shall allow 30 days for this initial review and response by the company.

If the company declines the request for EAS for the reason that this same or substantially same request has been the subject of an investigation dismissed by the Commission within the previous four years, the Commission shall omit Step 3 in the following procedure and consideration shall progress directly from Step 2 to Step 4. After completion of Step 4 in this instance, the Commission upon consideration may, in lieu of either dismissing the request or ordering EAS cost studies at that time, then order the traffic studies described in Step 3. The community of interest factors obtained therefrom shall then be considered by the Commission in addition to the evidence of record thus far in determining the need for further investigation. Step 4 need not be repeated again in this particular situation, at the Commission's discretion.

Step 2) If the petitioners still wish to pursue their request after receiving all the preliminary rate increase information accepted to this point by the Commission, the Commission shall request the petitioners to seek, as a valid indication of general subscriber interest, the signatures of subscribers in affected exchanges.

said signatures to be obtained on standard Commission petition forms which include a statement of rate increases as furnished by the company and accepted by the Commission. The petitioners shall certify that subscribers have been made aware of such information before signing. The minimum number of subscriber signatures, addresses and telephone numbers needed to signify valid interest by the general subscriber body affected shall be according to a formula designed to interpolate that number between given points of 20% of the total subscribers in exchanges of 1,000 or less main stations and 2% of the total subscribers in exchanges of 100,000 or more main stations for petitioning exchanges. The number of signatures needed in the desired exchanges shall be one-half of the number calculated as if the exchange were a petitioning exchange. The formula used is as follows for exchanges of from 1,001 through 99,999 main stations:

$$\left( \frac{\text{Exchange Size in M.S.} - 1,000 \text{ M.S.}}{99,000 \text{ M.S.}} \times 1800 \right) + 200 = \text{No. signatures if petitioning exchange (round to nearer whole number)}$$

All petitioning exchanges of 1,000 or less or 100,000 or more shall use the stated percentage for the respective given point described above as a constant regardless of size below 1,000 or above 100,000 main stations, and desired exchanges shall use one-half thereof.

The Commission shall allow up to 60 days for the gathering and presentation of signatures. The Commission shall oversee certification of these signatures by a random selection verification process, then proceed to Step 3, except as earlier indicated in cases of prior Commission consideration. If Step 2 is not satisfactorily completed, the consideration process shall move directly to Step 4. After completion of Step 4, the Commission upon consi-

deration may either dismiss the request at that time or, if evidence of record supports doing so, allow only one additional period not to exceed 60 days to complete the signature collection process. If this effort fails, the EAS request shall be dismissed. If this process is successfully completed in the allotted time, the Commission shall, after verification, then order the traffic studies described in Step 3. The community of interest factors obtained therefrom shall then be considered by the Commission in addition to the evidence of record thus far in determining the need for further investigation. Step 4 need not be repeated again in this particular situation, at the Commission's discretion.

Step 3) The company shall be directed to conduct studies of its originating traffic for the defined study period and be prepared to present the results within 30 days after the end of the allowed or ordered period for gathering data, said results being presented by correspondence with the Commission and interested parties. The Commission shall, in instances where step 4 has either not yet been completed or will be repeated, at the same time as the studies are ordered, set the date of any such public hearing at which their results will be discussed, said date to be at least 15 days beyond the date the study results are filed. The studies shall include as a minimum the data allowing the following described community of interest factors to be calculated, and in addition may include other recommended data as cited hereinafter.

The Commission shall consider these factors as minimum criteria for proceeding beyond Step 4, with "subscriber" meaning combined business and residence subscribers considered together:

- a) In any petitioning exchange, there must be an average

of at least four messages (toll plus any OCP) per subscriber to a desired exchange and at least 50% of the total subscribers in the petitioning exchange must have completed at least four calls to the desired exchange; and

b) In the desired exchange, there must be present at least half that community of interest needed in a), as expressed by an average of at least two messages (toll plus any OCP) per subscriber to a petitioning exchange and at least 50% of the total subscribers in the desired exchange having completed at least two calls to the petitioning exchange.

c) However, any excess messages and subscribers above those required as dividends in the division processes which would be needed to meet the minimum criteria in a) may be added to like dividends in the division processes in b) to help meet those minimum standards. In no case shall any excess data in b) be used to meet the criteria required in a), however.

Both a) and b) above must be attained as minimum justification for proceeding beyond Step 4. All petitioning exchanges must satisfy criteria in a), and all desired exchanges must likewise satisfy requirements in b). If all involved exchanges are petitioning exchanges, b) and c) are not considered. Each individual EAS route (individual exchange to individual exchange) must be measured in each direction and minimum criteria met for each path in both directions. These community of interest factors as obtained from the traffic studies must meet the stated criteria in all instances, regardless of procedural changes or any other variables in this process, for the consideration of an EAS route to continue beyond this point. If a petitioners' request contains a combination of EAS

routes, some of which meet this criteria and some of which do not, the petitioners' request shall continue to be considered only to the extent of considering those individual routes meeting these criteria in both directions. In this case, all "general provisions" cited earlier must still be met for the consideration process to continue. The petitioners shall, however, retain their right to withdraw their entire request in this event, at which time the Commission may terminate the proceedings.

In addition to the data necessary to furnish the above information, it is recommended that the traffic studies should include, but not be limited to, this further information for possible use in Step 4:

- i) Data to allow the above detailed community of interest factors to be computed on separate business and residence bases, if readily attainable; and
- ii) Individual account usage information allowing high volume users to be located as possible candidates for OCP's and other study considerations. Such information should include the number of messages and tolls by type of call over each proposed EAS route direction; and
- iii) A summary message breakdown showing the number of messages and the number of residence, business (if separation of data available) and combined subscribers making those numbers of calls over each proposed EAS route direction; and
- iv) A summary revenue breakdown showing the total of toll charges by number of residence, business (if separation of data available) and combined subscribers for messages over each proposed EAS route direction, broken down by

the following minimum monetary brackets and breaking points:

- (1) Every \$0.25 from \$0 - \$4.99
- (2) Every \$1.00 from \$5.00 - \$14.99
- (3) Every \$5.00 from \$15.00 - \$24.99
- (4) Every \$25.00 from \$25.00 - \$99.99
- (5) All over \$99.99

- v) A summary breakdown showing number of messages and "hours of use" for residence, business (if separation of data available) and combined subscribers, broken down by days of the week and by hours of the day for each proposed EAS route direction.

Any and all data on individual subscriber accounts shall be treated as confidential by the Commission and the company, and data shall be revealed to other parties only in the public record on a group or aggregate basis.

Step 4) The Commission shall set the matter for public hearing at which time all interested parties shall be allowed to present testimony on relevant subjects, including community of interest and other pertinent data. At this time the petitioners shall submit their reasons for desiring the requested EAS and testimony as to why it otherwise should be enacted. Community of interest testimony shall include the results of the petitioners' signature-gathering requirement, if any. At this same hearing the company shall, as appropriate, discuss the findings of any traffic studies done in this case or from previous cases investigating the same or substantially the same request and, as appropriate, other relevant information gathered from the traffic studies' additional data described in Step 3. This information may include data as to the



type and pattern of calls made and the percentage and number of subscribers whose toll charges from the study fall above and below any known and estimated rate increases accepted to this point, or filed or available OCP rates. For example, if a significant number of subscribers are paying more in toll charges than they would be paying for any known EAS rate increases, there could be interpreted to be a reasonable degree of interest in paying additional charges for EAS. Conversely, if a significant number were paying less for toll than the known and projected increases, the opposite conclusion would be indicated. All available information may be presented on such known and estimated rate increases, appropriate OCP's and any other appropriate service plans or proposals. Additionally, any other readily available data on subscribers to, and usage levels of, OCP, WATS, Foreign Exchange, and other EAS alternative services should be presented.

The Commission shall consider the evidence of record to this point, including all minimum requirements for community of interest indication and decide if further study is merited under these guidelines.

Step 5) The Commission shall direct a detailed cost study to be performed by the company. The cost study shall include, but not be limited to, estimates of central office and trunk equipment needed for a ten-year period after the EAS is implemented. In most cases, a minimum of two years will be required between study and implementation of the EAS plan. Each study shall indicate a proposed implementation date based upon the particulars of the EAS proposal studied.

Projected rates should reflect recovery of the cost of all such equipment and all other associated expenses and revenue losses,

including projected toll loss. Also included shall be all company costs allocable to the consideration of the request itself, i.e., the cost of traffic studies, public hearings, engineering cost studies and estimated costs of subsequent customer surveys.

The relevant costs are the incremental costs required to provide EAS rather than toll. Therefore, also included should be cost savings and added revenues, such as from rate regroupings attributable to the proposed EAS, again for the same ten-year period. All allocable expenses and savings and revenue losses and gains should be considered. Standard time value of money techniques and reasonable inflation data should be used. If more than one company is involved in this study, each shall determine its net cost penalty and the rates necessary to recover such amounts determined by its studies. Said rates shall include those rate additives appropriate over and above standard authorized tariff rates for local service and other services and equipment, and rates needed for rate leveling. Rate additives for the same class and grade of one company's subscribers shall be the same within the same proposed local calling area. For example, a one-party residence subscriber in the petitioning and desired exchanges of the same company would have the same rate additive, in addition to possibly varying regrouping or rate leveling increases as appropriate.

Additionally, if community of interest factors determined in Step 3 show that interest from the petitioning exchange to the desired exchange is at least four times the interest in the reverse direction, as measured by the comparison of the respective messages per subscriber figures obtained in that step's items a) and b),

before any adjustment called for by item (c) of that step, then rates should also be calculated which reflect the recovery of the net cost penalty of the proposed EAS from just petitioning exchange subscribers, net cost taking into account revenue effects from all tariff-imposed regrouping increases, or proposed rate leveling increases, necessary in all exchanges individually.

A minimum of three months shall be allowed for the compilation of these cost studies and attendant rate additives. If more than two exchanges or companies are involved, more time may be required for completion. Each company should make its most diligent effort to formulate definitive studies in this time. In the event EAS is eventually ordered, the Commission shall be the final judge of rate additives implemented and may consider a change in the rate additives derived from the cost studies discussed herein upon application of and proof by the company. Such proof could cover, among other items, serious errors in calculation or the advent of unforeseen circumstances such as subsequent rate changes affecting study revenues, such as changes in local rates or the toll schedule.

After receiving the cost studies and rates information, the Commission shall conduct whatever investigation it deems necessary, including corrective action, to approve the study results.

Step 6) After the cost study and rate additive calculation results have been presented, the Commission shall invite from any interested party proposed mail surveys as complete in content and form as possible at that point. The Commission may distribute these proposed forms-of-survey to other parties of record as it deems appropriate. The Commission shall however, finally approve a survey form and

content, timetable and method of canvass, holding whatever informal staff meetings it finds necessary with various parties to the case to allow such approval to be given.

Surveys shall be accomplished by mail, with scientific sampling methods allowable in exchanges of over 1,000 main station subscribers. If such methods are used, the Commission must approve of the particulars of the proposed method in advance of any mailing. The company shall be allowed at least 30 days from final Commission approval of all survey aspects (forms, content, method, etc.) to mail the survey. Adequate proof of the mailing of such survey and of the scientific nature of any sampling method it had approved earlier may be required by the Commission subsequent to mailing, for its use only. The Commission shall take whatever steps it deems necessary, if any, to assure that all parties involved respect the neutrality of the survey and that no effort is made by any party to influence the responses of those surveyed. Replies shall be by prepaid return postcard mailed directly to the Commission which will be responsible for tabulation of results.

The survey form itself shall clearly indicate that the increased net cost penalty to the company for the proposed EAS will be borne by all subscribers having access to the service. Only rate-affected subscribers shall be surveyed. If, as described in Step 5, rate additives have been calculated for petitioning exchanges only, then petitioning exchange subscribers may additionally be asked their opinion on bearing the entire EAS net cost penalty over and above any required tariff regrouping increases, or proposed rate-leveling increases for all exchanges, should desired exchange subscribers vote disapproval of bearing

their share of increased rates. In no case shall any petitioning exchange be relieved of bearing its full portion of the net cost recovery, nor shall it be surveyed thereon.

Opinions may also be solicited on any appropriate Optional Calling Plan or other EAS alternatives proposed.

Survey forms shall also state the date through which replies shall be accepted and counted (normally 30 days from mailing) and that final approval of all plans and associated rates shall rest with the Commission.

Step 7) For the commission to order the proposed EAS to be established in accordance with these guidelines, over 50% of the total subscribers surveyed on the same proposal must consent, such subscribers being considered in sum total, with any respondent representing a scientific sample having his response weighted as if all subscribers represented thereby had been surveyed and had responded the same way as that subscriber. If 50% or less of the subscribers respond to any same question, by their own act or through any scientifically sampled representation, the Commission shall determine if follow-up surveys further soliciting a response from the previous nonrespondents would be of value in determining whether survey results criteria are met, i.e., if the "over 50%" of total subscribers needed could reasonably be expected to be attained thereby. If the Commission feels that follow-up mail surveys are needed, the company shall be allowed like time intervals for conducting this survey as for the initial survey. The Commission shall again approve the same various survey aspects.

The results of any survey of this type shall then be included with results of the initial survey, in the same manner, and a final determination made as to whether the survey results criteria are

met. Reply cards will be available for inspection by interested parties to the extent that they could be made a matter of public record and the confidentiality of individual replies and privacy rights of individual respondents shall be protected by the Commission. After adjudication of the EAS request under these guidelines, in the event EAS is not approved by the Commission, survey response cards may be used to determine candidates for any OCP's or other services alternative to EAS which are approved by the Commission.

Step 8) Within a reasonable time after the proposed EAS is ordered, the company shall supply the Commission with a work schedule to accomplish the EAS implementation and additionally shall supply the Commission with at least quarterly progress reports of EAS construction.

If subscribers of any one company agree under Step 7) to pay rates for recovering costs of a different company and that is the condition under which EAS is implemented, then the latter company shall be reimbursed by the former company through inter-company settlement procedures for all of its net cost penalty not recovered from its own subscribers. Such reimbursement is to continue for the period of time any, all, or any part of the rate additives are collected. The Commission shall be the final judge as to the length in time of all such collections.

COMMONWEALTH OF KENTUCKY  
BEFORE THE UTILITY REGULATORY COMMISSION

\* \* \* \* \*

In the Matter of

EXTENDED AREA            )    ADM. CASE NO. 221  
TELEPHONE SERVICE        )

O R D E R

On its own Motion, the Commission, having received numerous requests from telephone subscribers who desire toll-free calling to an exchange outside of their local calling area, otherwise known as Extended Area Telephone Service (EAS), Ordered a hearing for the purpose of receiving testimony from telephone utilities and other interested persons as to whether the Commission should adopt guidelines or procedures to handle such requests. The hearing was scheduled for March 5, 1980 at 9:30 a.m., Eastern Standard Time, in the Commission's offices at Frankfort, Kentucky. The hearing was held as scheduled and all parties of interest were given the opportunity to be heard.

The Commission, after consideration of this matter, including the testimony and all correspondence of record, and being advised, is of the opinion and finds that:

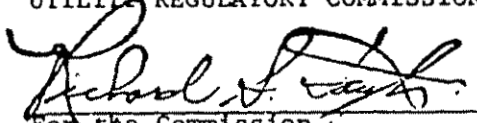
- 1) The proposed guidelines attached as Appendix "A" are fair, just, and reasonable to both telephone subscribers and the telephone utilities;
- 2) A hearing should be held for the purpose of receiving testimony from telephone utilities and other interested persons concerning these proposed guidelines, including any reasonable changes which may be proposed at that time;
- 3) Testimony is specifically requested in the issue of EAS requests which would allow toll-free calling to a subscriber's county seat. The Commission is interested in possibly requiring Optional Calling Plan (OCP) for subscribers who must pay tolls to call their county seats, such plans to be discounted in price more than is presently filed in OCP tariffs;

4) Testimony is also specifically requested as to whether any special weighting factors should be used in Step No. (7) of the proposed guidelines, in the case of subscribers of an exchange requesting EAS with a much larger exchange.

IT IS THEREFORE ORDERED That a hearing be and it hereby is scheduled on October 23, 1980, at 10:00 a.m., Eastern Daylight Time, in the Commission's offices at Frankfort, Kentucky for the purpose of receiving testimony with respect to the proposed Extended Area Telephone Service (EAS) Guidelines which are attached as Appendix "A" to this Order.

Done at Frankfort, Kentucky, this 19th day of September, 1980.

UTILITY REGULATORY COMMISSION

  
For the Commission

ATTEST:

\_\_\_\_\_  
Secretary



APPENDIX "A"  
APPENDIX TO AN ORDER OF THE UTILITY REGULATORY  
COMMISSION IN CASE NO. 221, DATED SEPTEMBER 19, 1980

UTILITY REGULATORY COMMISSION  
GUIDELINES FOR CONSIDERATION OF  
REQUESTS FOR ESTABLISHMENT OF  
EXTENDED AREA SERVICE

General Provisions

This document provides for the consideration of requests for Extended Area Service (EAS) which have been brought before the Commission by telephone subscribers or others desiring the proposed service. The EAS considered shall be two-way, non-optional service between entire exchanges under the jurisdiction of this Commission. Such exchanges must be either contiguous or connected by a series of consecutively contiguous exchanges which have or are proposed to have a local calling area including the proposed EAS plan. If these above provisions are in conflict with either the specific language or general intent of appropriate tariffs of a company, the Commission may, in view of this conflict in regulations, permit deviation from such provisions upon application by the company.

EAS will be provided under these guidelines only when there is a demonstrated community of interest between exchanges, the relevant costs have been determined and appropriate customer surveys have indicated a clear willingness to pay any higher local rates attendant to the establishment of the service.

The "procedure" described herein is a step-by-step process, with criteria for each step having to be successfully met to continue consideration of the EAS request, except as specifically noted. Failure to meet any such step will end consideration of the request at that point unless otherwise specified. However, petitioners may at any time withdraw

their request, at which time the Commission may terminate the proceedings.

#### Glossary of Terms

For the purpose of this procedure, the following definitions apply:

Central Office is a unit of a telephone company including the switching equipment and associated facilities used to establish connections between subscribers' lines connected thereto and to trunk or toll lines (intra-exchange or interexchange) to other central offices within the same or other exchanges.

Community of Interest Factor (CIF) is a dual measurement for determining the feasibility of implementing Extended Area Service. A CIF is arrived at by: 1) dividing the total of Long Distance Message Telecommunications Service (toll) and Optional Calling Plan (OCP) messages made from an exchange to another exchange during the study period by the total number of subscribers in the originating exchange; and 2) dividing the total number of subscribers placing the required minimum number of messages stated in the first part by the total number of subscribers in the originating exchange.

Exchange is a geographical area established by a telephone company for the administration of telephone service. It consists of one or more central offices together with associated plant used in furnishing telephone service in that area. Long distance (toll) charges do not apply for messages between subscribers served by the same exchange. Petitioning exchange is the exchange in which the original petitioners for EAS are located. Desired exchange is the exchange to which EAS is desired by the petitioners.

Extended Area Service (EAS) is a type of telephone switching and trunking arrangement which provides for calling among all subscribers of

two or more telephone exchanges without the application of Long Distance Message Telecommunications Service (toll) charges.

Local Calling Area (LCA) is that area within which all subscribers served may call all other served subscribers without the application of toll charges to any subscriber for such calls, i. e., the area encompassing a common Extended Area Service plan.

Main Stations are all telephones, including Centrex and ESSX-1 (or similar type systems) and coin telephones, and excluding all extension telephones, which have access to the public network, and including (in lieu of any associated telephones) key system and PBX trunks, special circuits, and equivalent.

Message is a completed telephone call, regardless of duration, distance or origination time.

Optional Calling Plan (OCP) is a calling plan of varying type which may be made available within an exchange to individual subscribers having a need to frequently communicate with a distant exchange to which EAS is not offered.

Rate Additive is the per subscriber rate needed to recover the net cost penalty to the company of implementation of an EAS plan. It is in addition to any approved tariff rate increase necessitated by the EAS implementation, such as regrouping increases.

Study Period is a 30-day period used in determining the community of interest factor, said period falling wholly within the six months previous to the day the Commission orders the study of such data. The Commission may grant a period of different duration or age upon application by the company and upon acceptable showing of need or desirability for such deviation. A study period formed in accordance with this definition

shall be considered to be representative of recent subscriber usage in general, except for unusual circumstances which may be noted by the company.

Subscriber is a customer of the telephone company who is responsible for telephone service, i.e., usually the person in whose name the telephone is listed and to whom the charge for service is billed. The subscriber may be any person, firm, partnership, corporation, cooperative organization or governmental entity or agency, among others, furnished communication service by a telephone company under approved tariffs. The term "subscriber" when referring to usage of the telephone service includes all usage of the service by all parties. "Subscribers" may at various times be equated to main stations, billed telephone numbers, or accounts when referring to number of customers, but shall always mean the billing party or authorized representative thereof when referring to customer signatures or survey recipients. Rate - Affected Subscriber is the customer responsible for paying for a service whose billed rate would at some time be affected by the implementation of an EAS plan.

Toll, unless otherwise specified, refers to Long Distance Message Telecommunications Service as described in company tariffs, specifically and without modification thereto.

Trunk Equipment is cable, carrier, microwave, and all other outside plant equipment required for EAS trunking between telephone exchanges (interexchange). This term may also refer to similar facilities between central offices within an exchange (intraexchange).

Other words, terms, and phrases used herein shall be interpreted in the manner as is generally done within the telecommunications industry and as reflected in the various approved company tariffs and in other Commission

rules and regulations. Any word or term in the singular shall also mean the plural where appropriate, and vice versa.

Procedure

Step 1) Upon receipt of a petition from subscribers or others in accordance with KRS 278.260, or any other currently applicable statute, the Commission shall refer the request to the company for response. If the company concurs in the request and the Commission agrees to this point, consideration shall directly proceed to Step 3 following. If a company does not concur in the request, it shall state its reasons for so doing and shall include in its reply to the Commission any known rate increases (by exchange by class and type of subscriber) attendant to the proposed EAS plan under approved tariffs, plus any estimate of further rate changes the company may then wish to reasonably justify within the time allowed for response. The company shall also furnish the exchange sizes by main station subscribers. The Commission shall allow 30 days for this initial review and response by the company.

If the company declines the request for EAS for the reason that this same or substantially same request has been the subject of an investigation dismissed by the Commission within the previous five years, the Commission shall omit Step 3 in the following procedure and consideration shall progress directly from Step 2 to Step 4. After completion of Step 4 in this instance, the Commission upon consideration may, in lieu of either dismissing the request or ordering EAS cost studies at that time, then order the traffic studies described in Step 3. The community of interest factors obtained therefrom shall then be considered by the Commission in addition to the evidence of record thus far in determining the need for further investigation.

Step 4 need not be repeated again in this particular situation, at the Commission's discretion.

Step 2) If the petitioners still wish to pursue their request after receiving all the preliminary rate increase information accepted to this point by the Commission, the Commission shall request the petitioners to seek, as a valid indication of general subscriber interest, the signatures of subscribers in affected exchanges, said signatures to be obtained on standard Commission petition forms which include a statement of rate increases as furnished by the company and accepted by the Commission. The petitioners shall certify that subscribers have been made aware of such information before signing. The minimum number of subscriber signatures, addresses and telephone numbers needed to signify valid interest by the general subscriber body affected shall be according to a formula designed to interpolate that number between given points of 20% of the total subscribers in exchanges of 1,000 or less main stations and 2% of the total subscribers in exchanges of 100,000 or more main stations for petitioning exchanges. The number of signatures needed in the desired exchanges shall be one-half of the number calculated as if the exchange were a petitioning exchange. The formula used is as follows for exchanges of from 1,001 through 99,999 main stations:

$$\left( \frac{\text{Exchange Size in M.S.} - 1,000 \text{ M.S.}}{99,000 \text{ M.S.}} \times 1800 \right) + 200 = \begin{array}{l} \text{No. signatures if petitioning} \\ \text{exchange} \\ \text{(round to nearer whole number)} \end{array}$$

All petitioning exchanges of 1,000 or less or 100,000 or more shall use the stated percentage for the respective given point described above as a constant regardless of size below 1,000 or above 100,000 main stations, and desired exchanges shall use one-half thereof,

The Commission shall allow up to 60 days for the gathering and presentation

of signatures. The Commission shall oversee certification of these signatures by a random selection verification process, then proceed to Step 3, except as earlier indicated in cases of prior Commission consideration. If Step 2 is not satisfactorily completed, the consideration process shall move directly to Step 4. After completion of Step 4, the Commission upon consideration may either dismiss the request at that time or, if evidence of record supports doing so, allow only one additional period not to exceed 60 days to complete the signature collection process. If this effort fails, the EAS request shall be dismissed. If this process is successfully completed in the allotted time, the Commission shall, after verification, then order the traffic studies described in Step 3. The community of interest factors obtained therefrom shall then be considered by the Commission in addition to the evidence of record thus far in determining the need for further investigation. Step 4 need not be repeated again in this particular situation, at the Commission's discretion.

Step 3) The company shall be directed to conduct studies of its originating traffic for the defined study period and be prepared to present the results within 60 days by correspondence with the Commission in instances where Step 4 has been completed at least once and no further hearing is set or no sooner than 75 days at a public hearing in instances where Step 4 has either not yet been completed or will be repeated. In the latter cases, the Commission shall, at the same time as the studies are ordered, set the date of any such public hearing at which their results will be presented. The studies shall include as a minimum the data allowing the following described community of interest factors to be calculated, in addition to data cited hereinafter.

The Commission shall consider these factors as minimum criteria for

proceeding beyond Step 4, with "subscriber" meaning combined business and residence subscribers considered together:

a) In any petitioning exchange, there must be an average of at least four messages (toll plus any OCP) per subscriber to a desired exchange and at least 50% of the total subscribers in the petitioning exchange must have completed at least four calls to the desired exchange; and

b) In the desired exchange, there must be present at least half that community of interest needed in a), as expressed by an average of at least two messages (toll plus any OCP) per subscriber to a petitioning exchange and at least 50% of the total subscribers in the desired exchange having completed at least two calls to the petitioning exchange.

c) However, any excess of messages and subscribers above that required to meet the minimum criteria in a) may be added to appropriate figures in b) to help meet those minimum standards if both exchanges are of the same company. In no case shall any excess data in b) be used to meet the criteria required in a), however.

Both a) and b) above must be attained as minimum justification for proceeding beyond Step 4. All petitioning exchanges must satisfy criteria in a), and all desired exchanges must likewise satisfy requirements in b). If all involved exchanges are petitioning exchanges, b) and c) are not considered. Each individual EAS route (individual exchange to individual exchange) must be measured in each direction and minimum criteria met for each path in both directions. These community of interest factors as obtained from the traffic studies must meet the stated criteria in all instances, regardless of procedural changes or any other variables in this process, for the consideration of an EAS route to continue beyond this point. If a petitioners' request contains a combination of EAS routes, some of which meet this criteria and some of which do not, the petitioners' request shall continue to be considered only to the extent



of considering those individual routes meeting these criteria in both directions. In this case, all "general provisions" cited earlier must still be met for the consideration process to continue. The petitioners shall, however, retain their right to withdraw their entire request in this event, at which time the Commission may terminate the proceedings.

In addition to the data necessary to furnish the above information, the traffic studies shall include, but not be limited to, this further information for possible use in Step 4:

- i) Data to allow the above detailed community of interest factors to be computed on separate business and residence bases, if readily attainable; and
- ii) Individual account usage information allowing high volume users to be located as possible candidates for OCP's and other study considerations. Such information should include the number of messages and tolls by type of call over each proposed EAS route direction; and
- iii) A summary message breakdown showing the number of messages and the number of residence, business (if separation of data available) and combined subscribers making those numbers of calls over each proposed EAS route direction; and
- iv) A summary revenue breakdown showing the total of toll charges by number of residence, business (if separation of data available) and combined subscribers for messages over each proposed EAS route direction, broken down by the following minimum monetary brackets and breaking points:

- (1) Every \$0.25 from \$0 - \$4.99
- (2) Every \$1.00 from \$5.00 - \$14.99
- (3) Every \$5.00 from \$15.00 - \$24.99
- (4) Every \$25.00 from \$25.00 - \$99.99
- (5) All over \$99.99

- v) A summary breakdown showing number of messages and "hours of use" for residence, business (if separation of data available) and combined subscribers, broken down by days of the week and by hours of the day for each proposed EAS route direction.

Any data on individual subscriber accounts shall be treated as confidential by the Commission and the company, and data shall be revealed in the public record only on a group basis.

Step 4) The Commission shall set the matter for public hearing at which time all interested parties shall be allowed to present testimony on relevant subjects, including community of interest and other pertinent data. At this time the petitioners shall submit their reasons for desiring the requested EAS and testimony as to why it otherwise should be enacted.

Community of interest testimony shall include the results of the petitioners' signature-gathering requirement, if any. At this same hearing the company shall, as appropriate, present the findings of any traffic studies done in this case or from previous cases investigating the same or substantially the same request and, as appropriate, other relevant information gathered from the traffic studies' additional data described in Step 3. This information may include data as to the type and pattern of calls made and the percentage and number of subscribers whose toll charges from the study fall above and below any known and estimated rate increases accepted to this point, or filed or available OCP rates. For example, if a significant number of subscribers are paying more in toll charges than they would be paying for any known EAS rate increases, there could be interpreted to be a reasonable degree of interest in paying additional charges for EAS. Conversely, if a significant number were paying less for toll than the known and projected increases, the opposite conclusion would be indicated.

All available information may be presented on such known and estimated rate increases, appropriate OCP's and any other appropriate service plans or proposals. Additionally, any other readily available data on OCP and Foreign Exchange subscribers should be presented.

The Commission shall consider the evidence of record to this point, including all minimum requirements for community of interest indication and decide if further study is merited under these guidelines.

Step 5) The Commission shall direct a detailed cost study to be performed by the company. The cost study shall include, but not be limited to, estimates of central office and trunk equipment needed for a ten-year period after the EAS is implemented. In most cases, a minimum of two years will be required between study and implementation of the EAS plan. Each study shall indicate a proposed implementation date based upon the particulars of the EAS proposal studied.

Projected rates should reflect recovery of the cost of all such equipment and all other associated expenses and revenue losses, including projected toll loss. Also included shall be all company costs allocable to the consideration of the request itself, i. e., the cost of traffic studies, public hearings, engineering cost studies and estimated costs of subsequent customer surveys.

The relevant costs are the incremental costs required to provide EAS rather than toll. Therefore, also included should be cost savings and added revenues, such as from rate regroupings attributable to the proposed EAS, again for the same ten-year period. All allocable expenses and savings and revenue losses and gains should be considered. Standard time value of money techniques and reasonable inflation data should be used. If more than one company is involved in this study, each shall determine

its net cost penalty and the rates necessary to recover such amounts determined by its studies. Said rates shall include those rate additives appropriate over and above standard authorized tariff rates for local service and other services and equipment. Rate additives for the same class and grade of one company's subscribers shall be the same within the same proposed local calling area. For example, a one-party residence subscriber in the petitioning and desired exchanges of the same company would have the same rate additive, in addition to possibly varying regrouping increases as appropriate.

Additionally, if community of interest factors determined in Step 3 show that interest from the petitioning exchange to the desired exchange of the same company is at least four times the interest in the reverse direction, as measured by the comparison of the first parts of that step's items a) and b) only, then rates should also be calculated which reflect the recovery of the net cost penalty of the proposed EAS from just petitioning exchange subscribers of the same company, net cost taking into account revenue affects from all tariff-imposed regrouping increases necessary in all exchanges individually.

A minimum of three months shall be allowed for the compilation of these cost studies and attendant rate additives. If more than two exchanges or companies are involved, more time may be required for completion. Each company should make its most diligent effort to formulate definitive studies in this time. In the event EAS is eventually ordered, the Commission shall be the final judge of rate additives implemented and may consider a change in the rate additives derived from the cost studies discussed herein upon application of and proof by the company. Such proof could cover, among other items, serious errors in calculation or the advent of unforeseen

circumstances such as subsequent rate changes affecting study revenues, such as changes in local rates or the toll schedule.

After receiving the cost studies and rates information, the Commission shall conduct whatever investigation it deems necessary, including corrective action, to approve the study results.

Step 6) Concurrent with the provision of the study results to the Commission, the company shall submit proposed mail surveys complete in content, but preliminary in form if desired. The Commission may distribute these draft forms of survey to other parties of record as it deems appropriate. The Commission shall approve a survey form and content, timetable and method of canvass, holding whatever informal staff meetings it finds necessary with various parties to the case to allow its approval to be given.

Surveys shall be accomplished by mail, with scientific sampling methods allowable in exchanges of over 1,000 main station subscribers. However, in no case shall the number surveyed be less than the number of signatures required for that exchange for the purpose of Step 2, if Step 2 was accomplished. The company shall be allowed at least 30 days from final Commission approval of all survey aspects (forms, content, method, etc.) to mail the survey. Replies shall be by prepaid return postcard mailed directly to the Commission which will be responsible for tabulation of results.

The survey form itself shall clearly indicate that the increased net cost penalty to the company for the proposed EAS will be borne by all subscribers having access to the service. Only rate-affected subscribers shall be surveyed. If, as described in Step 5, rate additives have been calculated for petitioning exchanges only, then petitioning exchange subscribers may additionally be asked their opinion on bearing the entire

EAS net cost penalty over and above any required tariff regrouping increases for all exchanges, should desired exchange subscribers vote disapproval of their share of increased rates. In no case shall subscribers of any one company be asked or required to pay rates for recovering costs of a different company, except as incidental to normal industry settlement processes. Also, in no case shall any petitioning exchange be relieved of bearing its full portion of the net cost recovery, nor shall it be surveyed thereon.

Opinions may also be solicited on any appropriate Optional Calling Plan or other EAS alternatives proposed.

Survey forms shall also state the date through which replies shall be accepted and counted (normally 30 days from mailing) and that final approval of all plans and associated rates shall rest with the Commission.

Step 7) For the Commission to order the proposed EAS to be established in accordance with these guidelines, over 50% of the total subscribers surveyed on the same proposal must consent, such subscribers being considered in sum total, with any respondent representing a scientific sample having his response weighted as if all subscribers represented thereby had been surveyed and had responded the same way as that subscriber. If 50% or less of the subscribers respond to any same question, by their own act or through any scientifically sampled representation, the Commission shall determine if one follow-up survey further soliciting a response from at least some of the previous nonrespondents would be of value in determining whether survey results criteria are met, i.e., if the "over 50%" of total subscribers needed could reasonably be expected to be attained thereby. If the Commission feels that such a follow-up survey is needed, the company shall be allowed like time intervals for conducting this survey as for the initial survey.

The Commission shall again approve the same various survey aspects, including the proposed recipients thereof. These recipients shall be selected in a manner designed to better equalize the individual response level from all affected exchanges, if appropriate, and to seek an adequate response to all questions still undecided.

The results of any survey of this type shall then be included with results of the initial survey, in the same manner, and a final determination made as to whether the survey results criteria are met. If minimum needed response as quoted above is not obtained through one follow-up survey, all decisions of the Commission shall be made based upon just the response then available. Reply cards will be available for inspection by interested parties to the extent that they could be made a matter of public record and the confidentiality of individual replies shall be protected by the Commission and the company.

Step 8) Within a reasonable time after the proposed EAS is ordered, the company shall supply the Commission with a work schedule to accomplish the EAS implementation and additionally shall supply the Commission with at least quarterly progress reports of EAS construction.

RECEIVED

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

JUL 31 2008

PUBLIC SERVICE  
COMMISSION

In the Matter of:

AN INVESTIGATION IN THE TRAFFIC )  
DISPUTE BETWEEN WINDSTREAM )  
KENTUCKY EAST, LLC, BRANDENBURG )  
TELEPHONE COMPANY AND MCIMETRO )  
ACCESS TRANSMISSION SERVICES, LLC )  
D/B/A VERIZON ACCESS )

Case No. 2008-00203

**BRANDENBURG TELEPHONE COMPANY'S RESPONSES TO  
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC'S DATA REQUESTS**

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 files its responses to the MCIMetro Access Transmission Services, LLC d/b/a Verizon Access ("MCImetro") Data Requests. In response to those data requests, Brandenburg states as follows.

**QUESTION NO. 1:** Does Brandenburg Telephone Company terminate calls to Radcliff, Kentucky originating from subscribers of Brandenburg Telecom LLC in Elizabethtown, Kentucky?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Yes.

**QUESTION NO. 2:** If the answer to Request No. 1 is yes, please identify and provide a copy of any and all traffic exchange agreements or other agreements of any kind between Brandenburg and Brandenburg Telecom which relate to the traffic.

**Responsible Witness:** Allison T. Willoughby



**RESPONSE:** Brandenburg is unaware of any such written agreement.

**QUESTION NO. 3:** Does Brandenburg Telecom LLC terminate calls in Elizabethtown, Kentucky originating from subscribers of Brandenburg Telephone Company in Radcliff, Kentucky?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Yes.

**QUESTION NO. 4:** If the answer to Request No. 3 is yes, please identify and provide a copy of any and all traffic exchange agreements or other agreements of any kind between Brandenburg Telecom LLC and Brandenburg Telephone Company which relate to the traffic.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg is unaware of any such written agreement.

**QUESTION NO. 5:** Does Brandenburg Telephone Company or any current affiliate, subsidiary, joint venture partner or other related entity provide dial-up Internet access in Kentucky?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Yes.

**QUESTION NO. 6:** If the answer to Request No. 5 is yes, please identify each dial-up access number used by Brandenburg Telephone Company which is outside of Windstream's exchange boundary and rated locally to Elizabethtown.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** 270-877-5170.

**QUESTION NO. 7:** Please identify any telecommunications transmission facilities owned, controlled or operated by Brandenburg Telephone Company, or any affiliate, which connect with Windstream in Hardin County, Kentucky.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects that the requested information is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information regarding entities other than Brandenburg (the ILEC). Without waiving this objection, Brandenburg provides the following information as it pertains solely to Brandenburg (the ILEC): Brandenburg provides facilities from its switch to its border with Windstream, where Windstream and Brandenburg have established a meet point. At this point, Windstream provisions facilities from its boundary to its switch. These facilities are used for the provision of services to Windstream's and Brandenburg's respective subscribers. Brandenburg provisions no facilities beyond its ILEC boundary.

**QUESTION NO. 8:** For any facilities identified in response to Request No. 7, identify the point of connection by CLLI code, if applicable, or otherwise, and describe the circuit capacity of the facility.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** The point of connection occurs in Radcliff, Kentucky, at the intersection of Highway 31 W-South and Highway 434. The capacity of these facilities are OC/12 and OC/48.

**QUESTION NO. 9:** Please identify any telecommunications transmission facilities owned, controlled or operated by Brandenburg Telephone Company, or any affiliate, which connect with BellSouth Telecommunications, Inc.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Brandenburg objects that the requested information is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information regarding entities other than Brandenburg (the ILEC). Without waiving this objection, Brandenburg provides the following information as it pertains solely to Brandenburg (the ILEC):  
Brandenburg provides facilities from its switch to its border with AT&T, where AT&T and Brandenburg have established a meet point. At this point, AT&T provisions facilities from its boundary to its switch. These facilities are used for the provision of services to AT&T's and Brandenburg's respective subscribers. Brandenburg provisions no facilities beyond its ILEC boundary.

**QUESTION NO. 10:** For any facilities identified in response to Request No. 9, identify the point of connection by CLLI code, if applicable, or otherwise, and describe the circuit capacity of the facility.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** The point of connection occurs in Radcliff, Kentucky, at the intersection of Highway 31 W-North and Knox Avenue. The capacity of these facilities are OC/12 and OC/48.

**QUESTION NO. 11:** Does Brandenburg Telephone Company provide intraLATA and interLATA services in Kentucky?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** No.

**QUESTION NO. 12:** Does Brandenburg Telephone Company terminate intraLATA toll traffic to Windstream in Elizabethtown?

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** No.

**QUESTION NO. 13:** If the response to Request No. 12 is affirmative, please describe the facilities used to transport the traffic to the Windstream network, and identify by CLLI the point of connection.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Not applicable.

**QUESTION NO. 14:** Please provide a copy of any agreement governing the exchange of traffic from Radcliff and Elizabethtown between Brandenburg Telephone Company and any present or former incumbent carrier serving Elizabethtown.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please refer to Brandenburg's response to Commission Data Request No. 3.

**QUESTION NO. 15:** Please identify the member or members of Brandenburg Telecom LLC.

**Responsible Witness:** None.

**RESPONSE:** Brandenburg objects that this data request is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because Brandenburg Telecom LLC is not a party to this matter.

**QUESTION NO. 16:** Please provide a copy of any “operating agreement,” as that term is used in KRS 275.015(20), for Brandenburg Telecom LLC.

**Responsible Witness:** None.

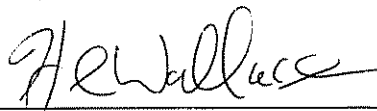
**RESPONSE:** Brandenburg objects that this data request is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because Brandenburg Telecom LLC is not a party to this matter.

**QUESTION NO. 17:** For any agreements identified in response to Requests No. 2, 4, or 14, please state whether these agreements have been filed with the Public Service Commission of Kentucky (“PSC”), state whether the PSC approved any of such agreements, indicate the date of any such approval and provide a copy of or citation to any such Commission order or correspondence evidencing its acceptance or approval of each such agreement.

**Responsible Witness:** Allison T. Willoughby

**RESPONSE:** Please refer to Brandenburg's response to Commission Data Request No. 3.

Respectfully submitted,



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John E. Selent  
Holly C. Wallace  
Edward T. Depp

**DINSMORE & SHOHL LLP**

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Louisville, Kentucky 40202  
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*Counsel to Brandenburg Telephone Company*

**CERTIFICATION**

I hereby certify that I have supervised the preparation of Brandenburg Telephone Company's responses to the initial data requests of MCImetro and that the factual responses contained therein (and for which I am designated the responsible witness) are true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry. (Legal counsel is responsible for any legal objections.)

Allison T. Willoughby / by permission hew  
Allison T. Willoughby,  
Assistant General Manager of Brandenburg  
Telephone Company

Date: 7-31-08

**CERTIFICATE OF SERVICE**

I hereby certify a true and accurate copy of the foregoing was served, by first-class United States mail, sufficient postage prepaid, on the following individuals this 31<sup>st</sup> day of July, 2008.

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*Counsel to MCImetro*

  
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*Counsel to Brandenburg Telephone Company*