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February 22, 2010

Via Federal Express

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

FEB 22 2010

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Re: Buffalo-Lake Erie Wireless Systems Co., LLC
Petition for Interim Emergency Order
Docket No. C-2010-2158408

Dear Secretary McNulty:

Enclosed please find Verizon's Response to the Petition for Interim Emergency Order of Buffalo – Lake Erie Wireless Systems Co., Inc., in the above referenced matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Suzan D. Paiva".

Suzan D. Paiva

SDP/slb
Enc.

Via E-Mail and Federal Express
cc: The Honorable Susan Colwell

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of Verizon's Response to the Petition for Interim Emergency Order Filed by Buffalo– Lake Erie Wireless Systems Co., LLC, upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (related to service by a participant) and 1.55 (related to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 22nd day of February, 2010.

VIA E-MAIL and FIRST CLASS U.S.MAIL

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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RECEIVED

FEB 22 2010

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Buffalo-Lake Erie Wireless Systems Co., :
LLC Petition for Emergency Order : Docket No. C-2010-2158408

**VERIZON'S RESPONSE TO PETITION
FOR INTERIM EMERGENCY ORDER**

Pursuant to 52 Pa. Code § 3.6(c), Verizon¹ opposes the petition for an interim emergency order filed by Buffalo-Lake Erie Wireless Systems, Co., LLC ("BLEW"). BLEW has failed to demonstrate that it is entitled to an emergency order permitting it to continue to delay paying Verizon \$179,947.10 that BLEW owes for using Verizon's network to terminate traffic and to transit traffic destined to third-party carriers through Verizon's tandem. BLEW purports to seek emergency relief to avoid disconnection by Verizon, but in fact BLEW is asking for an emergency order to permit it to continue to avoid paying Verizon. BLEW already has the ability to avoid disconnection under the terms of the parties' interconnection agreements ("ICAs") simply by paying the money it owes as required by the ICAs – a payment that of course would be without waiver of BLEW's right to continue to litigate its meritless, recently concocted claims that Verizon also owes BLEW money. Further, BLEW must be able to pay because it was able to comply with the escrow requirements of the previous emergency order.

The Commission should not issue an interim emergency order here because BLEW has failed to demonstrate that the factors of 52 Pa. Code §3.6(b) are satisfied: (1) neither BLEW nor its wireless end-users will sustain irreparable injury if the order is not granted since BLEW can easily avoid disconnection; (2) BLEW has failed to show that

¹ Verizon refers to Verizon Pennsylvania Inc. ("Verizon PA") and Verizon North Inc. ("Verizon North") together.

its right to relief is clear because its claims against Verizon are meritless and do not excuse BLEW's obligation to pay for the services it has used; (3) there is no immediate need for the order and; (4) most importantly, an order condoning further delay in BLEW's payment for Verizon's services will injure the public interest. Verizon has entered into ICAs with BLEW that govern the parties' respective obligation for payment and disconnection in the event of non-payment, and the Commission should enforce the ICAs as written and approved. The Commission provided BLEW with ample opportunity to put its affairs in order with the 30-day emergency relief issued on January 8, 2010. It should not facilitate BLEW's delay tactics any longer.

INTRODUCTION AND SUMMARY OF FACTS

BLEW is a wireless carrier that, according to its petition, provides wireless service to approximately 1,858 customers in certain parts of Pennsylvania. (BLEW Petition ¶ 1). BLEW has entered into ICAs with Verizon PA and Verizon North governing the terms by which BLEW is permitted to interconnect with Verizon's network to terminate traffic and to "transit" traffic to or from third party carriers with whom it is not directly interconnected by using Verizon's tandem switches.²

Over six months ago, BLEW stopped paying Verizon anything at all for its use of Verizon's network, and before that it had been paying only a fraction of its monthly billings since at least late 2007. Repeated attempts to reach acceptable payment arrangements failed. In October of 2009, Verizon sent BLEW notices of default and termination under the ICAs due to BLEW's longstanding failure to pay Verizon's bills.

² Pertinent portions of the Verizon PA/BLEW and Verizon North/BLEW ICAs are attached hereto as Exhibits A and B, respectively. The entire ICA between BLEW and Verizon North is available at <http://www.puc.state.pa.us/PcDocs/516289.pdf>. The entire ICA between BLEW and Verizon PA is available at <http://www.puc.state.pa.us/PcDocs/516110.pdf>.

The notices demanded payment of the outstanding amount of \$179,947.10 on or before December 28, 2009 (a date that was extended by agreement to January 5, 2010).³

BLEW's petition for an interim emergency order is its latest attempt to avoid payment of fees rightfully owed to Verizon. This follows its petition from December 30, 2009 to the Commission seeking another Emergency Order to prevent Verizon from disconnecting its services for non-payment under the terms of the ICAs that govern the contractual relationship between the parties. The Commission granted that petition in part on January 8, 2010, granting BLEW a 30-day stay of disconnection to allow the parties to resolve the matter, or for BLEW to notify its customers of a pending termination of service, but requiring BLEW to place \$122,405.93 in escrow (which BLEW did) and to pay Verizon's current charges for services rendered (which BLEW has not done). The settlement negotiations were not fruitful and BLEW continues to refuse to pay the amounts due to Verizon to avert disconnection. Since the Commission's emergency relief expired after 30 days, BLEW filed a formal complaint and petition for interim emergency order on February 16, 2010.⁴

As this response demonstrates, none of BLEW's arguments provides a valid excuse for BLEW to continue to withhold payment from Verizon, and unless and until BLEW pays Verizon what it owes, the contracts permit Verizon to terminate interconnection with BLEW following appropriate notice, which Verizon has provided. In addition to claiming that Verizon does not have the right under the ICAs to disconnect

³ Because BLEW has continued to use Verizon's network without payment since the October default notices, BLEW currently owes Verizon a total of approximately \$214,000.

⁴ BLEW took the position that the 30-day period only commenced once the Commission ratified the January 8, 2010 emergency order on January 14, 2010, which made the expiration date February 16. While Verizon disagrees with BLEW's position, in an effort to provide more time to attempt to resolve the matter amicably Verizon agreed to accept February 16 as the expiration date.

BLEW's services without first obtaining permission from this Commission, BLEW raises baseless claims that Verizon owes it money for various reasons and that BLEW should be permitted to offset these amounts against what Verizon has billed it. But the ICAs – Commission-approved contracts that BLEW entered into of its own free will – do not permit BLEW to hold its payments to Verizon “hostage” in this manner. To the contrary, even if BLEW had raised these alleged “disputes” from the outset (which it did not, having made these arguments for the first time only when it instituted litigation before this Commission), the ICAs plainly require BLEW either to pay Verizon first and then dispute or to put the disputed sums in escrow, neither of which BLEW did until the Commission ordered a partial escrow as a condition of the prior Emergency Order. Further, BLEW's vague and unsubstantiated arguments about overpayments or debts that it believes should be off-set against the unpaid bills do not absolve BLEW of its obligation to comply with the ICAs with regard to the specific bills at issue here, and are incorrect in any event because Verizon's billings comply with the ICAs and because BLEW has never billed Verizon for the amounts it now claims Verizon “owes.”

ARGUMENT

I. BLEW Has Not Established The Existence Of An “Emergency” Under The Commission’s Regulations

Interim Emergency Orders should only be granted in the case of an emergency. Under this Commission's regulations, an emergency is defined as “a situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled public meeting.” 52 Pa. Code § 3.1. BLEW must demonstrate that the Commission's failure to issue an interim emergency order will present a “clear and present danger to life or property.” BLEW has not met that burden.

In order to prove an emergency, BLEW must prove all requirements for an emergency order. BLEW must demonstrate that its right to relief is clear, the need for relief is immediate, the injury would be irreparable if relief is not granted, and the relief requested is not injurious to the public interest. 52 Pa. Code § 3.7(a), *see also Big Apple Dinner Theater v. Bell of Penn.*, P.U.C. Docket No. C-00934817 (April 30, 1993) (“prerequisites for the issuance of interim emergency relief are cumulative – *all* must be met for the grant of relief and a failure to prove anyone of them compels the denial of such relief.”) (emphasis added). As will be described below, BLEW has failed to meet the requirements of this Commission’s regulations.

II. BLEW Has Failed To Demonstrate That Its Right To Relief Is Clear

A. Neither The ICAs Nor Applicable Law Requires Advance Commission Approval To Terminate BLEW For Non-Payment

BLEW seeks an emergency order based on the contention that it would be “illegal” for Verizon to terminate service to BLEW for non-payment, and that Verizon must first “seek an order from the Commission authorizing it to disconnect service” before Verizon would have “legal authority” to terminate. (BLEW Petition at ¶¶ 9-10). According to BLEW, this renders its right to relief in the form of an order prohibiting termination to be clear. But BLEW is wrong as a matter of contract and as a matter of law.

Verizon has the clear right under its ICAs with BLEW to disconnect service under the terms of the contract because of BLEW’s failure to pay Verizon’s bills after notice of default. BLEW contends that simply because the Commission issued a limited 30-day emergency order in January, this somehow suggests that the Commission agreed that the “unresolved issues” BLEW has offered as excuses to withhold payment “need to be

addressed in formal proceedings” before Verizon could terminate its service to BLEW. (Petition ¶ 11). To the contrary, in its previous emergency order this Commission expressly recognized that “allowing for an open-ended preclusion of termination of service, would be injurious to Verizon, who may have a legitimate claim for nonpayment of services and may be entitled to relief under its interconnection agreement to terminate service upon proper notice.” (1/8/10 Emergency Order, p. 4). The Commission provided a 30-day stay in part because it noted that the issue of Verizon’s “right to terminate service under the terms of the interconnection agreement” is best addressed by an administrative law judge in the first instance. But it certainly did not preordain that the administrative law judge must grant a further extension of the emergency order, and indeed specifically recognized that the ALJ might deny emergency relief. (1/8/10 Emergency Order, Ordering ¶ 6).

The Commission was quite correct in recognizing that Verizon is entitled to terminate service upon proper notice if BLEW continues to refuse to pay for the services rendered under these ICAs. As a matter of contract, the ICAs between BLEW and Verizon PA and Verizon North do not require advance Commission approval before services provided under the agreement may be terminated for nonpayment. To the contrary, both ICAs allow termination upon 60 days written notice. The Verizon PA ICA states that: “If either Party defaults in the payment of any amount due hereunder . . . and such default or violation shall continue for sixty (60) days after written notice thereof and without cure, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party.” (VZ PA/BLEW ICA § 19.5). Similarly, the Verizon North ICA states that: “Either Party may

terminate this Agreement in whole or in part in the event of a Default . . . provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged Default and that the defaulting Party does not cure the alleged Default within sixty (60) calendar days of receipt of written notice thereof.” (VZN/BLEW ICA § 2.3). Verizon provided the required notices on October 23, 2009 – following lengthy attempts to resolve the unpaid bills without termination. BLEW by its own admission has not cured the defaults. Accordingly, Verizon is entitled under the ICA terms to terminate services under the agreements. The burden is not on Verizon to seek Commission approval before it may disconnect; rather, the burden is on BLEW to make the stringent showing required for emergency relief or to pay the amounts owed to Verizon, neither of which it has done here.

Neither ICA permits BLEW to withhold payment from Verizon and then raise vague “off-set” claims to stave off termination. To the contrary, the VZ PA/BLEW ICA makes very clear that in order to establish a “bona fide” dispute BLEW must “give notice” to Verizon “within sixty (60) days of its receipt of the invoice containing such disputed amount” and “include in such notice specific details and reasons for disputing each item.” (VZ PA/BLEW ICA § 26.8.2). BLEW’s deadline to dispute Verizon’s bills has long expired without a valid dispute being registered, and the contract requires that BLEW “shall pay when due . . . all undisputed amounts.” (*Id.*). But even if BLEW had registered a timely dispute under the ICA for any portion of these unpaid bills – which it has not – the contract requires that BLEW “shall pay . . . all undisputed amounts to the Billing Party and (b) all Disputed Amounts *into an interest bearing escrow account with*

a third party escrow agent mutually agreed upon by the Parties,” which BLEW did not do and has now only partly done, in response to this Commission’s own order. (*Id.*)

Under the Verizon North contract, regardless of whether a dispute is registered, the contract requires BLEW to pay the bills, stating that “all bill statements, *including bills disputed in whole or in part*, are to be paid when due. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the billing Party in writing of the basis of the dispute within (6) months of the statement date or the dispute shall be waived.” (VZN/BLEW ICA § 9.3.2) (emphasis added). Again, BLEW has not disputed the invoices, but even if it had registered a valid dispute, the contract requires it to pay the bills first and then dispute. Therefore, BLEW is in default of its obligations under these ICAs, and Verizon is well within its rights to terminate service based upon the October, 2009 notices that are attached to BLEW’s petition. Of course, BLEW can avert the termination by paying the amounts due.

BLEW is also wrong in asserting that Verizon must obtain advance Commission permission in order to terminate services to BLEW. BLEW relies on this Commission’s August 8, 2002 order in *Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Company*, Docket No. C-20028114, but that case did not involve a termination of services for non-payment. Moreover, the parties in question did not have an interconnection agreement with each other governing the circumstances under which services could be terminated. Further, while the Commission granted emergency relief so that M&SH could not block Level 3’s traffic while the parties negotiated acceptable arrangements to route and pay for the traffic at issue, it also required Level 3 “to either obtain a surety bond or to place in a separate bank escrow account an amount equal to

these charges” in order to “mitigate the harm to M&SH as a result of our conclusion.” (*Id.* at 10). The case certainly does not stand for the proposition that Verizon cannot terminate service for non-payment under an ICA without advance Commission permission.

Similarly, BLEW relies on a 2007 FCC Order relating to call blocking,⁵ but this case also did not involve a termination for non-payment of bills. Rather, the FCC was addressing the very specific industry situation of certain carriers refusing to terminate traffic to ILECs whose switched access rates were perceived to be too high, and the FCC instructed that “carriers that contend that the access charges of a LEC are unreasonable” should use mechanisms such as tariff investigations and informal or formal complaints to seek relief. The FCC did not address the termination of non-paying carriers under approved ICA terms.

In short, BLEW cites no state or federal legal authority that holds that a company cannot terminate services for non-payment under the approved terms of an ICA without advance approval from the state utility commission. Contrary to BLEW’s assertion that it would be “illegal” for Verizon to follow the terms of the parties’ own ICAs to terminate service for non-payment, it is well-settled that a carrier can disconnect service to another carrier for nonpayment following appropriate contractual or tariff provisions without requiring a Commission order.⁶ As this Commission has recognized, “if the CLEC fails

⁵ *In the Matter of Establishing Just and Reasonable Rates for Local Exchange Carriers, Call Blocking by Carriers*, Declaratory Ruling and Order, WC Docket No. 07-135, released June 28, 2007, at ¶¶ 5-6.

⁶ *See, e.g., Interim Guidelines Establishing Local Service Provider Abandonment Process for Jurisdictional Telecommunication Companies*, Docket No.M-00011582F0004, Tentative Order entered December 4, 2001 (recognizing that services provided under an interconnection agreement will be terminated for non-payment and that the Commission’s only role is to ensure proper notification to end-user customers of regulated services). In this case, BLEW provides only wireless service to its customers, so the service to the end-users is outside this Commission’s jurisdiction.

to pay the underlying ILEC for the service it resells to its end-use customers, the CLEC's wholesale telephone service will be terminated; this results in the termination of dial tone service to the end-use customer – effectively a de facto abandonment of service by the CLEC.” *Id.* at 11. Indeed, this Commission itself approves the terms of the ICAs such as those between BLEW and the Verizon entities that allow for the termination of service for nonpayment upon notice and do not require advance Commission approval. BLEW has cited no Commission rule or precedent and no other applicable law prohibiting Verizon from terminating service to a nonpaying carrier without advance Commission permission.

At no point has this Commission articulated any policy to prevent disconnection under the terms of the ICA. In fact, this Commission has issued opinions voicing its strong support for upholding contracts. The Commission previously held “attempt[s] to unilaterally modify [] existing contracts...must be rejected as contrary to law. Once a contract has been made, it cannot be altered or changed without the consent of both parties.” *Alltel Penn. et. al. v. West Penn Power Co.*, Docket No. C-00992532 (September 26, 2000). “Holding a party to the obligations undertaken in a contract serves to reinforce the integrity of written contracts.” *Id.*, citing *United Refining Co. v. Jenkins*, 410 Pa.419 (1958). “[T]he reality is the law holds an individual responsible for the contracts they sign...irrespective of whether the agreement embodies a reasonable or good bargain.” *Id.*, citing *Simeone v. Simeone*, 525 Pa. 392 (1990). Finally, this Commission has recognized that “it is true that there are no specific rules or regulations governing such service terminations.” *Panda Communications, Inc. v. The Bell*

Telephone Company of Pennsylvania, Docket No. C-892662 (June 22, 1993) (discussing Bell Telephone's right to disconnect services of a business customer).

BLEW is not entitled to use its eleventh-hour allegations that Verizon has been overcharging for its services or that Verizon otherwise owes BLEW money as an excuse to continue to withhold payment properly due to Verizon pursuant to bills that BLEW did not dispute under the requirements of the ICA. BLEW did not raise these baseless arguments until *after* Verizon notified BLEW of its pending disconnection, well after BLEW was already in default. BLEW's belated litigation arguments do not justify its failure to pay Verizon's bills and to address any disputes through the dispute mechanism provided in the ICAs, which of course would not eliminate BLEW's right to continue to pursue its other grievances with Verizon through its complaint with the Commission. Because BLEW has failed to refute Verizon's clear contractual and legal right to disconnect service if BLEW continues to refuse to pay, it has failed to establish a clear right to relief to justify extending the emergency order.

B. BLEW's Meritless Arguments Do Not Justify Its Refusal To Pay

BLEW contends that the \$179,947.10 identified in the October 2009 disconnection notices "should be offset" by a total of \$161,640.35, leaving BLEW owing only \$18,306.75 to Verizon. (Petition ¶ 13). But BLEW has failed to demonstrate a clear right to relief on any of the three elements of its off-set claim.

Alleged "Unpaid" Termination Charges: BLEW first argues that Verizon owes it \$16,640.35 for "unpaid charges for BLEW's termination of Verizon's traffic," and that BLEW should be entitled to subtract this amount from what it owes Verizon before it pays Verizon anything. (Petition ¶ 13). BLEW wrongly contends that "during the time

the parties have been engaged in this current dispute, Verizon stopped paying for BLEW's termination of Verizon's traffic." (Id. ¶ 14). The fact is that BLEW stopped *billing* Verizon for termination of traffic. Through the spring of 2008, BLEW sporadically issued bills to Verizon for local call termination, which Verizon generally paid (though in some cases, BLEW billed an amount in excess of the \$.0007 contractual rate, and then Verizon disputed the bills down to the correct rate and paid the valid portion).⁷ But BLEW has not issued Verizon a bill since April, 2008. The ICAs are quite clear that Verizon is only required to pay amounts that are "billed." (Verizon PA/BLEW ICA § 26.8; Verizon North/BLEW ICA § 9.3.1).

BLEW effectively admits that it failed to bill Verizon – it attaches as Exhibit A to its complaint an invoice that it prepared immediately prior to filing the complaint purporting to back-bill Verizon for traffic termination dating back to March of 2008. To date, BLEW has not transmitted that "bill" to Verizon under the ICA terms, and it was only e-mailed to Verizon's counsel on February 15, 2010, the day before the complaint and petition for interim emergency order were filed. Under the terms of the ICA, Verizon has the right to inspect bills before it pays for services, and it has no obligation to pay them before their due date, which is 30 days after they are issued.⁸ Further, Verizon has the right to demand sufficient detail to enable it to validate the bills (for example, a

⁷ For example, in January, 2008, BLEW billed Verizon \$4,080 (at the rate of \$.00163) for the period from March, 2007 through October, 2007, which Verizon disputed down to the \$.0007 rate and paid \$1,754. In April, 2008, BLEW billed Verizon \$3,190 (at the correct rate) for the period of October, 2007 through March, 2008, which Verizon paid in full.

⁸ "Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder." VA PA/BLEW ICA § 26.8. "Except as may be otherwise provided in this Agreement, each Party shall submit on a monthly basis a statement, itemized by category, of charges incurred by the other Party during the preceding month(s) for Services rendered hereunder." VZN/BLEW ICA § 9.1.

monthly break-down of the minutes-of-use upon which the alleged charges are based) and also has the right to enforce the contractual limitations on back-billing. If Verizon is properly billed for services due under the ICAs it will pay the amounts rightfully due subject to the above limitations, but that is wholly independent of BLEW's obligation to pay Verizon's bills in a timely fashion. BLEW's last minute attempt to bill Verizon going back almost two years does not absolve BLEW of its own responsibility to pay Verizon for the services Verizon continues to provide to it. By attempting to offset Verizon's alleged debt against money it owes to Verizon, BLEW is utilizing an improper "self-help mechanism" and "tak[ing] upon itself the role of adjudicator of its complaints" which is properly the role of the Commission. *LTV Steel Co. Inc. v. Duquesne Light Co.*, P.U.C. Docket No. C-850288; C-850289 (January 23, 1986). "[T]here is no statutory or regulatory provision, either explicit or implicit, conferring the right of a customer to refuse to pay bills for current service as a means of recovering past alleged overcharges." *Id.*

Alleged "Overcharges" for Transit: One of the services for which BLEW uses Verizon's network is to "transit" traffic destined to or coming from third party carriers through Verizon's tandem switch. In this way, BLEW may exchange traffic with these other carriers without having to directly interconnect with them. The terms and rates for the service are set forth in the parties ICAs. BLEW contends that Verizon North has overcharged it for this tandem transit service in the amount of \$20,000. (Petition ¶ 13). According to BLEW, Verizon North has charged it \$.0025 per minute-of-use for tandem transit service, while BLEW contends that it should only be paying Verizon \$0.0011 per

minute of use, which is the sum of Verizon North's tariffed switched access rates for Tandem Switching and Tandem Transit applicable to interexchange carriers.

BLEW's argument is baseless on its face. BLEW voluntarily entered into a Commission-approved ICA with Verizon North that establishes the rate BLEW must pay for tandem transit service. BLEW cannot unilaterally alter the terms of this contract. The ICA between BLEW and Verizon North states that BLEW "will compensate [Verizon North] for each minute of originated Tandem switched traffic that terminates to a third party Local Provider (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified as the Tandem Switching Rate (Transiting) in Appendix A." (VZN/BLEW ICA § 3.3.1). The underlying agreement between Verizon North and AT&T Wireless that BLEW adopted contains a pricing attachment with a rate of \$0.0025 for this service.⁹ Appendix A to the ICA states that "[t]his rate applies to all MOUs exchanged between [BLEW] and another Local Provider through facilities of [Verizon North]." (VZN/BLEW ICA, Appendix A, Tandem Switching Rate (transiting)). The tariffed switched access rates to which BLEW refers do not establish a rate for tandem transit service for wireless carriers that choose to transit third-party traffic through the tandem. Those rates are set through ICAs. While the parties could have voluntarily chosen to incorporate into the ICA tariffed rates for IXC services in lieu of a specific stated rate as the contract rate for tandem transit,¹⁰ BLEW and Verizon North did not do so here. Once the parties have adopted a rate in the ICA and the Commission has

⁹ BLEW's adoption agreement actually increased this rate to \$0.0047845, but Verizon North has been billing the lower rate from the underlying agreement. Verizon North does not waive its right to conform its billings to the applicable higher rate under the adoption agreement.

¹⁰ Indeed, the ICA between Verizon PA and BLEW incorporates certain tariffed switched access rates instead of specifying an exact rate for tandem transit service, and BLEW does not take issue with Verizon PA's transit billings. But that is a different contract and its terms do not apply in Verizon North territory.

approved it, a party may not thereafter rely on a tariff to change the rate and thus alter the contract. See *Qwest Corp. v. Ariz. Corp. Comm'n*, 394 F. Supp. 2d 1228, 1231 (D. AZ 2004) (“an interconnection agreement constitutes a ‘binding agreement,’” and “Qwest was contractually required to charge” the rates contained therein)

Allowing BLEW to evade the rate it agreed to in the ICA and to pay a lower rate would violate 47 U.S.C. § 251 and 252. Such action “completely bypasses and ignores the detailed process for interconnection set out by Congress in the FTA, under which competing telecommunications providers can gain access to incumbents’ services and network elements by entering into private negotiations and arbitration...” *Verizon North, Inc. v. Strand*, 309 F.3d 935, 941 (6th Cir. 2002). Any action by the Commission to force Verizon North to charge less than the rate agreed to in the ICA “is preempted if it interferes with the methods by which the federal statute was designed to reach [its] goal.” *Id.* at 940. (internal citations omitted).

Further, BLEW has not even attempted to substantiate how its claim to a rate of \$0.0011 translates into a \$20,000 overcharge. Accordingly, BLEW is not entitled to reduce its payment to Verizon based on this alleged overbilling claim, much less to refuse to pay Verizon’s validly billed and undisputed charges based on this argument.

Amounts Allegedly Owed For Transporting Verizon’s Traffic. BLEW’s final argument is that it is entitled to subtract \$125,000 from the amount it owes Verizon because Verizon allegedly owes BLEW this amount for “the costs of BLEW to transport Verizon’s traffic from Verizon’s tandem to BLEW’s switch.” (Petition ¶ 13). BLEW accuses Verizon of failing to pay for BLEW’s transport of Verizon’s traffic “from Verizon’s tandem to BLEW’s switch for termination to BLEW’s customers.” (Petition

¶17). As an initial matter, BLEW has never issued a bill to Verizon for this alleged transport to BLEW's switch, so for the same reasons discussed above, even if BLEW had a valid basis to bill for this activity – which it does not – Verizon has no obligation to pay charges for which it has never received a bill,¹¹ and BLEW cannot concoct these wholly unrelated and unbilled “debts” at the eleventh hour for the sole purpose of offsetting them against amounts it owes to Verizon.

In any event, however, BLEW's claim that Verizon must pay it for the costs of transporting Verizon's traffic to BLEW's switch in New York is contrary to the ICAs and applicable law. BLEW contends that under the ICAs it has the right to select any “interconnection point” or “IP” for purposes of billing – including in this instance a point in another state – and by unilaterally picking a distant, out-of-state “IP,” it is then entitled to charge Verizon for the “cost” of transporting Verizon's terminating traffic to that distant point. But BLEW is wrong. Under the Telecommunications Act, Verizon PA and Verizon North, as ILECs, have the duty to provide BLEW with interconnection “at any technically feasible point within the carrier's [i.e., Verizon PA's or Verizon North's] network.” 47 U.S.C. § 251. The “networks” of the ILECs Verizon PA and Verizon North do not extend out of Pennsylvania into New York. The FCC “has interpreted this provision to mean that competitive LECs have the option to interconnect at a single point of interconnection (POI) per LATA” and has recognized that “[i]n such situations, the originating carrier bears the cost of interconnection to the single POI selected by the competitive LEC in addition to paying reciprocal compensation for the termination of

¹¹ Tellingly, not only has BLEW not even billed these amounts to Verizon, BLEW has not even attempted to substantiate how the “cost” of transporting traffic out of state to New York amounts to \$125,000.

traffic.”¹² In other words, the ILEC can only be required to transport its traffic to a geographically relevant point in the same LATA in which the traffic originated – which by definition must be a point in Pennsylvania because the LATA is wholly within Pennsylvania. BLEW may then choose to transport the traffic to a point out of state, but it cannot charge Verizon for that transport and is limited to ordinary reciprocal compensation.

Not only is BLEW’s claim that it is free to choose its switch in New York as its “IP” contrary to the Act, it is also contrary to express language in the ICAs. The BLEW/Verizon PA ICA states that the “[a]s of the effective date, [BLEW’s] IPs shall be the physical [BLEW] locations where Verizon is currently delivering traffic to [BLEW].” (VZ PA/BLEW ICA Schedule 4.1). The point where traffic is physically delivered is referred to by the ICA as the “point of interconnection” or POI. As BLEW concedes, the POI is at Verizon’s tandem switch. (BLEW Complaint ¶ 25). The ICA goes on to state that “each Party’s existing IPs as of the Effective Date of this Agreement shall be retained, and “[i]n the case of [BLEW] as a receiving Party, if Verizon requests that [BLEW] establish a geographically relevant [BLEW]-IP at a Verizon Tandem, [BLEW] shall do so within a commercially reasonable period of time.” (VZ PA/BLEW ICA § 4.2.1). Similarly, the Verizon North/BLEW ICA states that “[t]he Parties will mutually designate at least one POI on GTE’s network *within each GTE Tandem* for the routing of Local Traffic except as provided in Section 5 of Article IV (addressing indirect interconnection, not applicable here).” (VZN/BLEW ICA § 4.1.3) (emphasis added). This ICA does not address the concept of an “IP” for billing separate from the “POI.”

¹² *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket No. 01-92,20 FCC Rcd 4685, 4728, ¶¶ 87 and 91, 2005 FCC LEXIS 1390 (Rel. March 3, 2005).

Further, the agreement makes clear that “the Parties will extend certain arrangements to one another *within each area in which they both operate within the State* for purposes of interconnection and the exchange of traffic between their respective end-user customers.” (VZN/BLEW ICA, Article I) (emphasis added).

Accordingly, there is no reasonable basis for BLEW to assert that it is entitled to bill Verizon for the cost of transporting its traffic to BLEW’s out-of-state switch in New York.

III. BLEW Has Failed To Demonstrate That Its Claimed Need for Relief is Immediate.

BLEW cites the pending disconnection of interconnection with Verizon, which would prevent the exchange of traffic between its wireless users and Verizon, as justification for the need for an emergency petition. Yet, disconnection is not inevitable and is a matter within BLEW’s own control. BLEW has the option of simply paying what it owes Verizon, and pursuing any additional claims it has raised against Verizon through the complaint it filed. BLEW has not asserted that it is unable to pay, and the fact that it was able to post the escrow required by the previous emergency order suggests that it could pay Verizon if it chose to do so. It has chosen not to.

As discussed above, BLEW should not be allowed to continue to receive free services from Verizon based upon its unsubstantiated offset claims. BLEW cannot use the pending disconnection of its customers, who likely have themselves been paying BLEW for services, as a shield against paying Verizon for the transiting or termination of the same calls for which BLEW’s customers have paid BLEW. BLEW has had over four months since Verizon issued the notice of termination to inform its customers about a pending disconnection. It needs no more time. It can either pay Verizon to avoid

disconnection, or face the consequences of non-payment, but it should not be allowed to force Verizon to continue to provide services to it for free.

Under the terms of the previous Emergency Order, BLEW was required to place \$122,405.93 into an escrow account, and to start paying Verizon's current bills. Though BLEW has stated that it did fund the escrow account,¹³ it has failed to pay Verizon's current bills as required by the order. BLEW's failure to fully comply with the previous order that *it sought* is clear evidence that it does not intend to meet its financial responsibilities to Verizon, even when ordered by the Commission to do so, and should therefore not be granted further emergency protection from disconnection.

IV. BLEW Will Not Suffer Irreparable Harm If the Emergency Order is Denied.

BLEW has been gambling with the fate of its Pennsylvania business during this dispute with Verizon. If BLEW's true concern was protecting its customers from disconnection, it would have been properly billing and paying Verizon all along, and addressing any concerns about Verizon's alleged over-billing through the billing dispute mechanisms available in the ICAs. Instead, only when threatened with disconnection did BLEW concoct grievances against Verizon that are almost entirely unrelated to the charges Verizon has billed to BLEW (which BLEW did not dispute under the ICA), and steadfastly continued to refuse to pay Verizon for using Verizon's network to terminate and transit traffic. BLEW has had sufficient time to inform its customers of the pending disconnection and thus any resulting harm to its business reputation will be the direct result of its own inaction. Verizon should not have to shoulder the financial responsibilities for BLEW's delinquent behavior.

¹³ See Letter Dated January 25, 2010 from Deanne O'Dell to Secretary McNulty.

V. Issuance of the Emergency Order is Injurious to the Public Interest and to Verizon.

In the January 8 Emergency Order, the Commission acknowledged that “an open-ended preclusion of termination of service would be injurious to Verizon.” (Emergency Order, p. 4). Yet, BLEW has failed even to comply with the Commission’s original order by refusing to pay for services it continues to receive from Verizon. At this point, if the Commission were to extend another emergency order, it would effectively compel Verizon to continue to provide services to BLEW for free. BLEW has already been a free-rider for over seven months.


In addition, allowing BLEW to misuse the emergency order process to avoid paying Verizon while it litigates tangential and meritless arguments would invite other interconnecting carriers seeking to avoid the voluntarily-negotiated provisions of their own interconnection agreements to withhold payment for services rendered, knowing they can free-ride on another carrier’s network for as long as it takes to litigate meritless and unrelated claims. BLEW should not be permitted to continue to receive the benefits of the ICAs without acknowledging or living up to its responsibilities and costs under the same contracts. The ICAs, which were approved by this Commission, specifically require BLEW to pay Verizon and allow Verizon to disconnect service for non-payment after notice.

Therefore, the Commission should require BLEW immediately to pay the entire \$179,947.10 to Verizon as a condition of avoiding disconnection, without waiver of its right to litigate the issues raised in its complaint. BLEW should also be required to pay all amounts owed to Verizon subsequent to the date of the default notices (approximately \$34,000) and to continue to pay Verizon in accordance with the ICAs for all amounts for

services rendered after the date of the original January 8 emergency order. Granting another emergency order to allow BLEW to continue to evade its responsibilities under the ICAs allows BLEW to continue to free-ride on the shoulders of Verizon's other rate payers and is therefore both harmful to the public interest and Verizon.¹⁴

VI. BLEW's Emergency Petition Should Be Denied

Because BLEW fails to meet each of the requirements for an emergency order under 52 Pa. Code §§ 3.6-3.7, BLEW's petition for an interim emergency order should be denied. If BLEW continues to refuse to pay the amounts it owes to Verizon, then Verizon is entitled to exercise its contractual right of termination.


Suzan D. Paiva (Atty No. 53853)
Verizon
1717 Arch Street, 17th Floor
Philadelphia, PA 19103
(215) 466-4755
Suzan.d.paiva@verizon.com

Dated: February 22, 2010

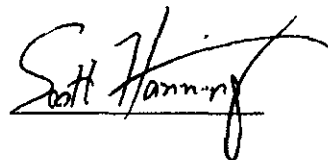
Attorney for Verizon Pennsylvania Inc.
and Verizon North Inc.

¹⁴ Simply requiring BLEW to maintain the escrow account in the amount of \$122,405.93 is not enough to ensure that Verizon will not be injured by another emergency order. The escrow amount does not cover the full amount that is the subject of the termination notices, nor does the order require the escrow to revert immediately to Verizon with interest upon expiration or breach of the emergency order. And given BLEW's failure to comply with the Commission's first order to pay current amounts due, the Commission should have no confidence that BLEW would comply with any subsequent order issued by the Commission.

VERIFICATION

I, Scott Hanning, state that I am Manager, Contract Analysis Team for Verizon, and that as such I am authorized to make this verification on behalf of Verizon Pennsylvania Inc. and Verizon North Inc. ("Verizon"). I have reviewed Verizon's Response to the Petition for Interim Emergency Order filed by Buffalo-Lake Erie Wireless Systems Co., LLC, and verify that the facts contained therein are true to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Date: February 22, 2010

A handwritten signature in black ink that reads "Scott Hanning". The signature is written in a cursive style with a horizontal line underneath the name.

RECEIVED

FEB 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit A

RECEIVED

FEB 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

January 9, 2004

Brian Gelfand
President
Buffalo – Lake Erie Wireless Systems Co., L.L.C.
4915 Auburn Ave., Suite 200
Bethesda, MD 20814

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gelfand:

Verizon Pennsylvania Inc, f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon”), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Buffalo – Lake Erie Wireless Systems Co., L.L.C. (“BLEWS”), a Maryland Limited Liability Company, with principal place of business at 1967 Wehrle Dr., Suite 1, Williamsville, NY 14221, wishes to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. (“AWS”) and Verizon that was approved by the Pennsylvania Public Utility Commission (the “Commission”) as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand BLEWS has a copy of the Terms. Please note the following with respect to BLEWS’s adoption of the Terms.

1. By BLEWS’s countersignature on this letter, BLEWS hereby represents and agrees to the following five points:

(A) BLEWS adopts (and agrees to be bound by) the Terms of the AWS/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that BLEWS

shall be substituted in place of AT&T Wireless Services, Inc. and AWS in the Terms wherever appropriate.

- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).
- (C) Notice to BLEWS and Verizon as may be required under the Terms shall be provided as follows:

To: Buffalo – Lake Erie Wireless Systems Co., L.L.C.
Attention: Brian Gelfand, President
4915 Auburn Ave., Suite 200
Bethesda, MD 20814
Telephone Number: 301-907-2484
Facsimile Number: 301-907-9021
Internet Address: brian.gelfand@blewteam.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) BLEWS represents and warrants that it is a certified FCC-licensed provider of two-way wireless service, and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.
- (E) In the event an interconnection agreement between Verizon and BLEWS is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to BLEWS's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 1. BLEWS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. BLEWS's adoption of the AWS Terms shall become effective on January 23, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of BLEWS. The term and termination provisions of the AWS/Verizon agreement shall govern BLEWS's adoption of the Terms.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does

not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BLEWS's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny BLEWS's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to BLEWS are greater than the costs of providing them to AWS;
 - (b) if the provision of the Terms to BLEWS is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to BLEWS under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should BLEWS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against BLEWS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BLEWS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of BLEWS resulting from BLEWS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

⁴ FCC Internet Order ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of BLEWS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA INC.

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

BUFFALO – LAKE ERIE WIRELESS SYSTEMS CO., L.L.C.

(SIGNATURE)

Brian Gelfand
President

(DATE)

c: Michelle Miller – Verizon

**INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO
SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS
ACT OF 1996**

Dated as of August 17, 2000

by and between

**VERIZON PENNSYLVANIA INC.
f/k/a
BELL ATLANTIC – PENNSYLVANIA, INC.
and**

AT&T WIRELESS SERVICES, INC.

FOR PENNSYLVANIA

1.0 DEFINITIONS

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

1.1 "Act" means the Communications Act of 1934, as amended, including as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto.

1.4 "Ancillary Traffic" means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, toll free service access code (e.g., 800/888/877) database query, LIDB, and Information Services requiring special billing arrangements between the Parties.

1.5 "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.6 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 "Bellcore" means Telcordia Technologies, Inc., formerly known as Bellcore.

1.10 "Broadband Commercial Mobile Radio Service" or "Broadband CMRS" means Commercial Mobile Radio Service consisting of an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the FCC or the Commission as being entitled to different termination compensation than Broadband CMRS. AWS is a Broadband CMRS provider. Hereinafter, references to CMRS or to Commercial Mobile Radio Service (except the respective definitions thereof) shall be deemed to refer to Broadband CMRS.

1.11 "Busy Line Verification" or "BLV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.12 "Busy Line Verification Interrupt" or "BLVI" means a service that may be requested and provided when Busy Line Verification has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.13 "Calling Party Number" or "CPN" is a Common Channel Signaling parameter that refers to the number transmitted through a network identifying the calling Party.

1.14 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station loops for the purpose of Interconnection to each other and to trunks;

(b) "Tandem Office Switch" or "Tandem Office" or "Tandem Switch" or "Tandem" (which can be, without limitation, either an access Tandem Switch or local Tandem Switch, as depicted in the LERG) is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers'

aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services; and

(c) "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate Customer mobile wireless service.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.15 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCS-based offerings.

1.16 "CMRS Local Usage Percentage" or "CLUP" is a factor that distinguishes the IntraMTA portion of minutes from the InterMTA portion of minutes of traffic exchanged via Interconnection Trunks. CLUP is a whole number developed through consideration of every call, excluding Transit Traffic, in which the calling and called party are located within the same MTA. The CLUP factor is applied before the PIU factor has been applied for jurisdictional separation of traffic.

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation", the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. Verizon currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC or the Commission.

1.18 "Commercial Mobile Radio Service" is As Defined in the Act and, for purposes of this Agreement, is also referred to as "CMRS".

1.19 "Commission" means the Pennsylvania Public Utility Commission.

1.20 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.21 "Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than Verizon, operating as such in Verizon's service territory in PENNSYLVANIA.

1.22 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (a) the Collocating Party's equipment and (b) the equipment or facilities of the Housing Party.

1.23 "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

1.24 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.25 "Dialing Parity" is As Defined in the Act.

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

(a) "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

(b) "Digital Signal Level 1" or "DS1" 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.

(c) "Digital Signal Level 3" or "DS3" 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.

1.27 "Exchange Access" is As Defined in the Act.

1.28 "Exchange Message Interface" or "EMI" means the standard used for exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Interface, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Interfaces.

1.29 "FCC" means the Federal Communications Commission.

1.30 "FCC Regulations" means Title 47 of the Code of Federal Regulations.

1.31 "Fixed Wireless Service" means a service using a radio link instead of a physical landline loop between an end user Customer's premises and the local switch. This service is provided by AWS pursuant to its CMRS license.

1.32 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, Verizon is an Incumbent Local Exchange Carrier.

1.33 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within PENNSYLVANIA, is an Incumbent Local Exchange Carrier.

1.34 "Information Services" is As Defined in the Act.

1.35 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or material on the Customer's side of the Rate Demarcation Point.

1.36 "Interconnection" is As Described in the Act.

1.37 "Interconnection Point" or "IP" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Interconnection Trunk" means the trunk group used to connect one Party's network with the other Party's network for the purposes of exchanging Telecommunications traffic.

1.39 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.40 "InterLATA" is As Defined in the Act.

1.41 "InterMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

1.42 "Internet Traffic" means any CMRS traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.43 "IntraLATA Toll Traffic" means those IntraLATA CMRS calls that are not defined as Local Traffic in this Agreement.

1.44 "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. For purposes of determining originating and terminating points of a call under this Agreement, Verizon will use the originating or terminating End Office that serves the Verizon Customer placing the call or receiving the call, respectively. For AWS, the origination point of a call shall be within the reliable coverage area of the cell site sector to which the AWS Customer placing the call is connected at the beginning of the call; such point must be within the MTA that the cell site sector predominately covers. For AWS, the termination point of a call shall be the Point of Interconnection between AWS's network and the Verizon Central Office Switch that serves the Verizon Customer placing the call.

1.45 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate Integrated Services Digital Network (ISDN) service.

1.46 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.47 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.48 "Local Number Portability" or "LNP" means Number Portability As Defined in the Act

1.49 "Local Traffic" means IntraMTA Traffic. Traffic originated by AWS will be handed off to Verizon in the LATA for which the call is destined. Local Traffic originated by Verizon will be handed off to AWS in the LATA in which the call is originated.

1.50 "Main Distribution Frame" or "MDF" means the ultimate point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center.

1.51 "Major Trading Area" or "MTA" is defined in 47 C.F.R. paragraph 24.102.

1.52 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon Point of Interconnection, limited by technical feasibility and the availability of facilities and utilizing a fiber hand-off.

1.53 "Network Element" is As Defined in the Act.

1.54 "Network Interface Device" or "NID" means the Verizon-provided interface terminating VERIZON's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.56 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs: "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code", is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.57 "NXX" or "NXX Code" means the three-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

1.58 "Percent Interstate Usage" or "PIU" means a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Interconnection Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the same state.

1.59 "Percent Mobile to Land" or "PML" is a factor that distinguishes the IntraMTA mobile to land portion of minutes from the IntraMTA land to mobile portion of minutes of traffic exchanged via two-way Interconnection Trunks. The PML factor is used to determine the billable portion of the recurring and non-recurring charges for entrance facility and transport rates as set forth in Exhibit A.

1.60 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

1.61 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated Interconnection.

1.62 "Rate Center" or "Rate Center Area" or "Exchange Area" means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic.

1.63 "Rate Demarcation Point" means the point where network access recurring charges and Verizon responsibility stop and beyond which Customer responsibility begins, determined in accordance with Applicable Law.

1.64 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location. The Rating Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.65 "Reciprocal Compensation" is As Described in the Act, and refers to the compensation arrangements that recover costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

1.66 "Reciprocal Compensation Traffic" means a CMRS call completed between a Customer of one (1) Party and a Customer of the other Party, each of which is located in the same MTA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Service Customer of another carrier. For purposes of this Agreement, a CMRS call may be initiated by a Customer of either Party.

1.67 "Service Control Point" or "SCP" means a node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the service switching point on how to continue call processing.

1.68 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.69 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but

may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, toll free Service Access Code (e.g., 800/888/877), and 900 access.

1.70 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement.

1.71 "Technically Feasible Point" is As Described in the Act.

1.72 "Telecommunications" is As Defined in the Act.

1.73 "Telecommunications Carrier" is As Defined in the Act.

1.74 "Telecommunications Service" is As Defined in the Act.

1.75 "Telephone Exchange Service", sometimes also referred to as "Exchange Service", is As Defined in the Act.

1.76 "Telephone Toll Service" is As Defined in the Act.

1.77 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic. InterMTA Traffic is Toll Traffic.

1.78 "Transit Traffic" or "Tandem Transit Traffic" means any traffic that originates from or terminates on AWS's network, transits Verizon's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides AWS with the ability to use its connection to a Verizon Tandem for the delivery of calls which originate or terminate with AWS and terminate to or originate from a carrier other than Verizon, such as, a LEC (other than Verizon), or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of Verizon. This service is provided through Verizon's Tandems.

1.79 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity

(e.g., another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.80 "Type 1 Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon End Office Switch. Type 1 Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.81 "Type 2A Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon Tandem Switch, permitting AWS access to other Verizon Central Office Switches subtending that Tandem Switch. Type 2A Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.82 "Type 2B Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon End Office Switch. Through this interface AWS can establish connections and terminate calls only to those telephone numbers served by that End Office Switch. Type 2B Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.83 "Type 2C Interconnection" means Interconnection Trunks that interconnect AWS's POI to the Verizon 911 Tandem Offices within a LATA for provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAPs). Type 2C Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). Additional technical Interconnection specifications to accommodate FCC requirements for Phase I and II for calling party location determination and delivery of the Mobile Directory Number to the PSAP may be found in TR45 J-STD-034 and TR45 PN-3890, respectively, as each is in effect from time to time (or any successor thereto).

1.84 "Type 2D Interconnection" means Interconnection Trunks that interconnect AWS's POI to an operator services switch(es) and/or directory services switch(es). Type 2D Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.85 "Type S Interconnection" means a CCS network interconnection facility (SS7 link) between Verizon and AWS using the SS7 protocol as defined in Bellcore Technical

Reference GR-145-Core, Issue 2, May 1, 1998, as in effect from time to time (or any successor thereto). AWS may establish Type S Interconnection directly with Verizon or through a third party. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (a) between one Party's STP and the other Party's SPOI within the LATA, and (b) between Verizon's STP and other Telecommunication Services providers.

Type S Interconnection definitions:

(a) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.

(b) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.

(c) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination Point Code or as an originating Point Code.

(d) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.

(e) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between Verizon and AWS.

(f) Transactions Capabilities Application Part ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.

(g) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.

1.86 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.87 "Wire Center" means a building, cell site, or portion thereof in which a Party has the exclusive right of occupancy and which serves as Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless otherwise expressly stated. The headings of the Sections, the title, recitals and introduction of this Agreement, and the terms 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 expressly stated otherwise, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, rule or Tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such statute, regulation, 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 Subject to the terms set forth in Exhibit A regarding rates and charges, Verizon hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific provision shall prevail over the general provision. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.0.

3.0 SCOPE

This Agreement is intended to describe and enable specific Interconnection arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. Verizon and AWS agree that this Agreement, if performed by Verizon, is satisfactory to them as an agreement under

the Act for the term of this Agreement with respect to those obligations addressed hereunder. AWS represents that it is a CMRS provider.

4.0 INTERCONNECTION ARRANGEMENTS

4.1 Description Of Arrangements

This Agreement provides for the provision and maintenance of the following Interconnection arrangements between the networks of AWS and Verizon:

4.1.1 Description. Both Parties will interconnect their respective networks based upon a Type 2 Interconnection arrangement (using Type 2A, 2B, 2C and Type 2D Interconnection arrangements, as applicable) and/or a Type 1 Interconnection arrangement, in each case where available and as specified in applicable Verizon Tariffs as currently in effect and as may be amended from time to time; provided, however, that AWS may not establish any new Type 1 Interconnection arrangements for ancillary services with Verizon (so long as alternative interconnection arrangements are available); provided further that, AWS may, subject to the terms of this Section 4.1.1, continue to use for the term of this Agreement any Type 1 Interconnection arrangements with Verizon that it already has in place on the Effective Date.

(a) Type 2A Interconnection arrangements provide Trunk Side connections to Verizon Tandems using Multifrequency (“MF”) and/or Signaling System Seven (“SS7”) address signaling in both the originating and terminating directions. Under a Type 2A Interconnection arrangement, the CMRS provider’s MSC functions like a Central Office Switch and the Type 2A Interconnection Trunk acts like an interoffice trunk. Type 2A Interconnection may be used to access valid NXX Codes that subtend the Tandem as depicted in the LERG. Type 2A Interconnection is normally provisioned with a dedicated NXX Code (10,000 numbers) and is provisioned through a digital interface.

If in a particular LATA Verizon has deployed or deploys both an access Tandem Switch and a local Tandem Switch, the InterLATA Traffic will be routed to the access Tandem and the IntraLATA Traffic will be routed to the local Tandem, unless otherwise depicted in the LERG.

(b) Type 2B Interconnection arrangements provide Trunk Side connections to Verizon End Office Switches where such arrangements are available using Signaling System Seven (“SS7”) address signaling in both the originating and terminating directions. Under a Type 2B Interconnection arrangement, the CMRS provider’s MSC functions like

a Central Office Switch and the Type 2B Interconnection Trunk acts like an interoffice trunk. Type 2B Interconnection may be used to access valid NXX Codes served by the End Office Switch.

If Verizon has not made Type 2B Interconnection arrangements available to AWS in a particular Central Office, at AWS's written request, Verizon shall undertake good faith efforts to make Type 2B Interconnection arrangements available to AWS in that Central Office within a commercially reasonable period of time, provided it is commercially reasonable to make Type 2B Interconnection arrangements available in that Central Office; subject to the foregoing, if Verizon does not make Type 2B Interconnection arrangements available to AWS in a particular Central Office for which AWS has provided a written request therefor, Verizon shall within forty-five (45) days of such request provide to AWS a good faith estimate of the date by which Verizon shall make Type 2B Interconnection arrangements available to AWS in that Central Office.

(c) Type 2C Interconnection arrangements provide Trunk Side connections to a Verizon 911 Tandem Office using Multifrequency ("MF") or Signaling System Seven ("SS7") address signaling in the originating direction. Under a Type 2C Interconnection arrangement, the CMRS provider's MSC functions as a Central Office Switch and the Type 2C Interconnection Trunk serves as an interoffice trunk.

(d) On an interim basis until such time as Verizon offers Type 2D Interconnection arrangements, AWS may utilize Type 1 Interconnection arrangements to reach local operator service (0- & 0+), Directory Assistance, N11 codes (411, 911 etc.), and Service Access Codes (800, 900, etc.). Type 1 Interconnection is provided from suitably equipped End Offices and consists of an analog or digital facility arranged for one way service operation and an associated End Office connection that switches messages from the facility. AWS will use its best efforts to reconfigure its network as quickly as reasonably possible to cease using any Type 1 Interconnection and, rather, to utilize only Type 2 Interconnection arrangements for all types of traffic when such arrangements are made available to AWS by Verizon.

4.1.2 In accordance with the applicable Verizon access Tariffs, Type 2A Interconnection may have access to a Feature Group D ("FGD") trunk group or groups at access Tandem switches designated by Verizon where InterLATA Feature Group D switching is provided. In order for Verizon to route CMRS traffic to the intended IXC, AWS must provide to Verizon the appropriate IXC carrier information (e.g., CIC, OZZ,

TNS) with each call. All charges for InterLATA transport are billed to the IXC in accordance with the appropriate Access Tariff.

4.2 Interconnection Points; Points of Interconnection.

4.2.1 Each Party shall establish Interconnection Points (“IPs”) at the locations designated in Schedule 4.1, which shall be revised from time to time in accordance with the requirements of this Section. The mutually agreed-upon IPs on the AWS network from which AWS will provide transport and termination of traffic to its Customers shall be designated as the AWS Interconnection Points (“AWS-IPs”). The mutually agreed-upon IPs on the Verizon network from which Verizon will provide transport and termination of traffic to its Customers shall be designated as the Verizon Interconnection Point(s) (“Verizon-IP(s)”); provided that such Verizon-IP(s) shall be either the Verizon terminating End Office serving the Verizon Customer or the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer. Each Party is responsible for delivering its terminating traffic to the other Party’s relevant IP. Subject to the establishment of additional IPs in accordance with the terms of this Section, each Party’s existing IPs as of the Effective Date of this Agreement shall be retained.

In the case of AWS as a receiving Party, if Verizon requests that AWS establish a geographically relevant AWS-IP at a Verizon Tandem, AWS shall do so within a commercially reasonable period of time; if AWS does not do so, AWS shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon’s transport rate from Verizon’s originating End Office to AWS’s IP.

If Verizon requests that AWS establish a geographically relevant IP at a Verizon End Office, the Parties shall negotiate such request in good faith and, if they have not reached resolution within sixty (60) days, either Party may submit the matter to dispute resolution.

Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such AWS-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office), then AWS shall permit Verizon to establish physical Interconnection at the AWS-IP, to the extent such physical Interconnection is technically feasible.

At any time that AWS establishes a Collocation site at a Verizon End Office, either

Party may request in writing that such AWS Collocation site be established as the AWS-IP for traffic originated by Verizon Customers served by that End Office; in such case, the Verizon End Office shall become an AWS-IP thirty (30) days after receipt of the written request therefor.

4.2.2 As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.3 Mid-Span Fiber Meet Arrangements

4.3.1 In addition to the Interconnection arrangements in Section 4.1, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement, in accordance with the terms of this Section 4.3. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted twenty-four (24) -hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.3.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the

Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4 Interconnection Trunks

Subject to mutual agreement of the Parties, not to be unreasonably withheld, the Parties shall configure, pursuant to Section 4.4.1 hereof, separate one-way Interconnection Trunks for CMRS traffic from AWS to Verizon, and for CMRS traffic from Verizon to AWS, respectively, or, alternatively, the Parties shall configure two-way Interconnection Trunks for CMRS traffic as provided for under Section 4.4.2 hereof.

4.4.1 One-Way Interconnection Trunks

(a) One-way Interconnection Trunk connections will be made at a DS-3 or DS-1 level; subject to agreement of the Parties, higher speed connections (e.g., STS1, OCn) may be made, when and where available, in accordance with the Joint Process prescribed in Section 13.1 hereof.

(b) Where the Parties deploy one-way Interconnection Trunks, in the event the traffic volume between any two (2) Central Office Switches at any time exceeds the centum call second ("ccs") busy hour equivalent of one (1) DS-1, the originating Party will establish new Interconnection Trunk groups (prescribed in Section 4.1.1 hereof) to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process prescribed in Section 13 hereof.

(c) Each Party will use commercially reasonable efforts to monitor any one-way Interconnection Trunks that it orders and to alleviate blocking on such trunks using generally accepted trunk engineering standards so as to not exceed a blocking objective of B.01. Each Party agrees to use modular trunk engineering techniques (e.g., twenty-four (24) Interconnection Trunks as described in Bellcore Special Report SR-TSV-002275) where practical.

(d) At least semi-annually, AWS shall submit a good faith forecast to Verizon of the number of one-way Interconnection Trunks that AWS anticipates that it will require during the ensuing two (2) year period. Such trunk forecasts shall conform to industry standard guidelines as in effect from time to time.

(e) The Parties shall meet (telephonically or in person), from time to time, as needed, to review the status of one-way trunking provisioning. The Parties shall make available to each other every month appropriate one-way trunking data (e.g., trunk usage data, trunk overflow data).

4.4.2 Two-Way Interconnection Trunks

The Parties acknowledge that they currently utilize two-way trunking for Type 2A and Type 2B Interconnection Trunks. The Parties agree that they will utilize two-way trunking for Type 2A and Type 2B Interconnection Trunks for CMRS traffic in the future, so long as Verizon can measure usage on such Interconnection Trunks, subject to the terms set forth below and the other terms of this Agreement.

(a) Except to the extent that AWS may have already done so, not later than sixty (60) days after the Effective Date of this Agreement, AWS shall provide to Verizon forecast information on the appropriate initial number of high usage and final two-way Interconnection Trunks.

(b) At least semi-annually, AWS shall submit a good faith forecast to Verizon including the number of high usage and final two-way Interconnection Trunks that AWS anticipates that it will require during the ensuing two (2) year period. Such trunk forecasts shall conform to industry standard guidelines as in effect from time to time.

(c) The Parties shall meet (telephonically or in person), from time to time, as needed, to review the status of two-way trunk provisioning. The Parties shall make available to each other every month appropriate two-way trunking data (e.g., trunk usage data, trunk overflow (blocking) data).

(d) AWS shall be responsible for determining the number of two-way Interconnection Trunks required. Accordingly, AWS shall submit ASRs, from time to time, to Verizon setting forth the number of two-way Interconnection Trunks that it is ordering, to include the dates by which AWS wishes to have such two-way Interconnection Trunks installed. AWS shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

(e) The Parties shall use an economic ccs equal to five (5). Further general information regarding trunking may be found in Telcordia reference SR-TAP-000191.

(f) In the event the traffic volume between any two (2) Central Office Switches at any time exceeds the centum call second (“CCS”) busy hour equivalent of one (1) DS-1, AWS will establish new two-way Interconnection Trunk groups (prescribed in Section 4.1.2 hereof) to the applicable End Office(s).

(g) If a final two-way Interconnection Trunk has a utilization level of less than sixty percent (60%) for three (3) consecutive months, AWS shall promptly submit an ASR to disconnect such Interconnection Trunk, unless the Parties agree that this Interconnection Trunk should not be disconnected. The determination of trunk utilization levels shall be made in accordance with industry standard engineering practices.

(h) Two-way Interconnection Trunks utilized hereunder shall be from a Verizon End Office or Tandem to a mutually agreeable AWS Point of Interconnection.

(i) Both Parties shall use either a DS1 or DS3 interface, or higher speeds as available and agreed to by the Parties, at the Point of Interconnection.

(j) As Verizon will not be in control of the sizing of two-way Interconnection Trunks between its network and the network of AWS, performance on these Interconnection Trunks shall be excluded from any performance measurements and related provisions that Verizon implements, except for unexcused missed installation appointments and maintenance service intervals.

(k) Maintenance service intervals for two-way Interconnection Trunks provided by Verizon to AWS shall be in parity with the service intervals for two-way Interconnection Trunks that Verizon provides to other telecommunications carriers in PENNSYLVANIA.

(l) If two-way Interconnection Trunks are provisioned using a DS-3 interface facility, AWS shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an intermediate hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 intermediate hub location to be used for two-way Interconnection Trunks shall be in the appropriate Verizon Tandem subtending area based on the LERG. In the event the appropriate DS-3 intermediate hub is not used in the ordering process, AWS shall pay one hundred percent (100%) of the facility charges.

(m) Type 2A two-way Interconnection Trunks may carry only Local Traffic, IntraLATA Toll Traffic and InterLATA Toll Traffic. Type 2B two-way Interconnection

audit disclosed material errors or discrepancies. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. All audits shall be conducted by an independent third-party auditor. All records generated by either Party shall be maintained for at least one (1) year for auditing purposes. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

5.4 Each Party will bill the other Party for terminating IntraLATA InterMTA Traffic at the appropriate Verizon intrastate access Tariff rate in effect at the time. InterMTA Traffic originated by AWS will be handed off to Verizon in the LATA in which the call is terminated. InterMTA Traffic originated by Verizon will be handed off to AWS in the LATA in which the call is originated.

5.5 AWS shall pay all nonrecurring and service establishment charges associated with Interconnection Trunks as set forth in applicable Verizon Tariffs. Where AWS interconnects with Verizon by purchasing facilities from Verizon pursuant to applicable Verizon Tariffs and these facilities are used for two-way traffic, the applicable recurring and non-recurring charges (if any) for such facilities to AWS will be reduced by a percentage equal to the percentage of traffic on such facilities which originates on Verizon's network and terminates on AWS's network. Such percentage rate is referenced in Schedule 5.5 of the Agreement. The Parties agree to review the percentage rate every three (3) months after the Effective Date and update Schedule 5.5 accordingly.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Tandem Transit Traffic Service

6.1.1 Verizon shall provide AWS with the transport of Tandem Transit Traffic as provided below ("Transit Service"). Tandem Transit Traffic consists of calls where neither the originating nor terminating Customer is a Customer of Verizon.

6.1.2 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Section 4. AWS shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

6.1.3 AWS shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with every CLEC, ITC, LEC or other CMRS carrier to which Verizon terminates CMRS Traffic (originated by AWS) that transits a Verizon Tandem Office.

6.1.4 AWS shall pay Verizon for Transit Service that AWS originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier or other LEC imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. It is AWS's position that the payment, to third party carriers, of transport and termination and/or access charges for traffic delivered to third party carriers through Transit Service is the sole right and responsibility of the Party originating the call. Upon implementing the technical capability to provide billing records to ITCs in respect of Transit Service calls that the ITCs terminate, Verizon shall promptly provide written notice thereof to AWS, and Verizon shall provide these billing records (for Transit Service calls that AWS originates) to such ITCs within ninety (90) days of such notice to AWS. Once Verizon begins providing these billing records to ITCs, at AWS's written request, VERIZON and AWS shall negotiate, in good faith, an amendment to this Agreement that eliminates AWS's obligation to pay Verizon for additional charges or costs imposed or levied on Verizon by the ITCs and, instead, provides for indemnification by AWS of Verizon for any such additional charges or costs.

6.1.5 If Tandem Transit Traffic between AWS and any individual carrier exceeds one (1) DS1 level volume of calls during any two (2) months in any three (3) month period or during any three (3) months in any six (6) month period, Verizon will endeavor to provide written notice thereof to AWS. Verizon may, at its option, beginning sixty (60) after providing such written notice to AWS, not provide Tandem Transit Traffic Service for Tandem Transit Traffic between AWS and the subject carrier.

6.1.6 If and, when, a third party carrier's Central Office subtends an AWS Central Office, then AWS shall provide to Verizon a service arrangement equal to or equivalent of Transit Service as provided by Verizon to AWS pursuant to this Section 6.1 so that Verizon may terminate calls to the Central Office of such third-party CLEC, ITC, LEC or other CMRS carrier that subtends an AWS Central Office ("Reciprocal Transit Service"). AWS shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this 6.1.

personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

18.2 The Parties shall name each other as an additional insured on the foregoing insurance.

18.3 Each Party shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance to the other Party. AWS's certificates or other proof of the foregoing insurance shall be sent to: Director – Interconnection Services, VERIZON Wholesale Markets, 1095 Avenue of the Americas, Room 1423, New York, NY 10036. In addition, each Party shall require its agents, representatives, or contractors, if any, that may enter upon the premises of the other Party or the other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish the other Party certificates or other adequate proof of such insurance. Certificates furnished by each Party or their respective agents, representatives, or contractors shall contain a clause stating: "The [OTHER PARTY] shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

18.4 Notwithstanding any other provisions of this agreement to the contrary, the foregoing insurance requirements set forth in this Section 18.0 shall apply to a Party only to the extent such Party has a net worth of less than one hundred million dollars (\$100,000,000).

19.0 TERM AND TERMINATION

19.1 This Agreement shall be effective as of the Effective Date of this Agreement and, unless terminated earlier in accordance with the terms hereof, shall continue in effect

until December 31, 2001 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

19.2 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than twelve (12) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new Interconnection Agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available and or applicable to CMRS providers, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

19.3 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new Interconnection Agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

19.4 If either Party requests renegotiation of this Agreement pursuant to Section 19.4 hereof, this Agreement shall remain in effect as set forth in this Section 19.0 until the earlier of (a) the Parties' execution of a new Interconnection Agreement or (b) the passage of twelve (12) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within twelve (12) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available and or applicable to CMRS providers, under the terms of this Agreement on a

month-to-month basis until the Parties' new Interconnection Agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new Interconnection Agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

19.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof and without cure, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

20.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES 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.

21.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable Tariff or contract referenced herein, no cancellation charges shall apply.

22.0 NON-SEVERABILITY

New York, NY 10036

To AWS:

AWS Tax Department
7277 164th Avenue, N.E.
Redmond, WA 98052

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 26.6. Any notice or other communication shall be deemed to be given when received.

26.7 Assignment

Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not authorized hereunder is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

26.8 Billing and Payment; Disputed Amounts

Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

26.8.1 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 shall 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 shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

26.8.2 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") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

26.8.3 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 shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall 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 shall be honored.

26.8.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 26.8.3, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to in subsection 26.8.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus late payment charges, to be paid to either Party

26.8.5 The Parties agree that all negotiations pursuant to this subsection 26.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

SCHEDULE 4.1

INTERCONNECTION POINTS AND NETWORK IMPLEMENTATION SCHEDULE

PENNSYLVANIA

VERIZON-IP	AWS-IP	Intended Implementation Date
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Per Section 4.2, the
VERIZON-IPs as of the Effective Date shall
be either the Verizon terminating End
Office serving the Verizon Customer or
the Verizon Tandem subtended by the
terminating End Office serving the Verizon Customer

Not Applicable

As of the effective date, the
AWS-IPs shall be the physical
AWS locations where Verizon
is currently delivering traffic to AWS.

Not Applicable

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Sections 4 of the main body of the Agreement.
2. For the termination of Transit Traffic from an ITC, wireless carrier, or CLEC to:
 - (a) AWS____, at the [AWS-IP] in which the Traffic is to terminate.
 - (b) VERIZON, at the VERIZON-IP in LATA in which the Traffic is to terminate.
3. For 911/E911 traffic originated on AWS's network, at the PSAP in areas where only Basic 911 service is available, or at the VERIZON 911/E911 Tandem Office serving the area in which the AWS Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.
4. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable VERIZON operator services Tandem Office.
5. For Operator Services (call completion) traffic, at the applicable VERIZON operator services Tandem Office.
6. For BLV/LBVI traffic, at the terminating Party's Tandem Office.
7. For SS7 signaling originated by:
 - (a) AWS____, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface

EXHIBIT A

VERIZON - PENNSYLVANIA, INC. and AT&T WIRELESS SERVICES, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES FOR BROADBAND CARRIERS

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Call Termination²		
Local Traffic Delivered at VERIZON End Office	\$.001864/MOU	Not Applicable
Local Traffic Delivered at VERIZON Tandem	\$.002902/MOU	Not Applicable
II. Transport		
A. Entrance Facilities, Direct Trunk Transport, Multiplexing	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6
B. Tandem Transit arrangements for Local Traffic between AWS and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies)		
Tandem Switching	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6	Not Applicable

¹ Unless a citation is provided to a generally applicable VERIZON Tariff, all listed rates and services are available only to AWS when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. VERIZON rates and services for use by AWS in the carriage of Toll Traffic shall be subject to VERIZON's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VERIZON.

The charges for local call termination set forth in this Exhibit A shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

² See note 4 regarding measurement and calculation of local traffic termination charges.

APPENDIX 1

**VERIZON PENNSYLVANIA AND BLEWS
V1.0**

A. VZ SERVICES, FACILITIES, AND ARRANGEMENTS:¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination²		
Traffic Delivered at VZ End Office	\$.001723/MOU	Not Applicable
Traffic Delivered at VZ Tandem	\$.002814/MOU	Not Applicable
II. Transport		
A. Entrance Facilities, Direct Trunk Transport, Multiplexing		
	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6
B. Tandem Transit arrangements for Reciprocal Compensation Traffic between BLEWS and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies)		
Tandem Switching	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
Switched Transport	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
III. Time and Materials		
Special Construction	As applicable per VZ-PA PUC 1 sec. 9	
IV. Signaling and Databases		
A. Type S/SS7 Interconnection		
STP Port Termination	As applicable per VZ tariff F.C.C. No.1, section 6.9 and VZ-PA PUC 302 section 6.9	
STP Access		

¹ Unless a citation is provided to a generally applicable VZ Tariff, all listed rates and services are available only to BLEWS when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. VZ rates and services for use by BLEWS in the carriage of Toll or InterMTA Traffic shall be subject to VZ's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VZ.

The charges for Reciprocal Compensation Traffic Termination set forth in this Appendix 1 shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Appendix 1 to reflect the new approved rates.

² See note 4 regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

Exhibit B

RECEIVED

FEB 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

January 9, 2004

Brian Gelfand
President
Buffalo – Lake Erie Wireless Systems Co., L.L.C.
4915 Auburn Ave., Suite 200
Bethesda, MD 20814

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gelfand:

Verizon North Inc., f/k/a GTE North Incorporated (“Verizon”), a Wisconsin corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Buffalo – Lake Erie Wireless Systems Co., L.L.C. (“BLEWS”), a Maryland Limited Liability Company, with principal place of business at 1967 Wehrle Dr., Suite 1, Williamsville, NY 14221, wishes to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. (“AWS”) and Verizon that was approved by the Pennsylvania Public Utility Commission (the “Commission”) as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand BLEWS has a copy of the Terms. Please note the following with respect to BLEWS’s adoption of the Terms.

1. By BLEWS’s countersignature on this letter, BLEWS hereby represents and agrees to the following five points:
 - (A) BLEWS adopts (and agrees to be bound by) the Terms of the AWS/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that BLEWS

shall be substituted in place of AT&T Wireless Services, Inc. and AWS in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).

(C) Notice to BLEWS and Verizon as may be required under the Terms shall be provided as follows:

To: Buffalo – Lake Erie Wireless Systems Co., L.L.C.
Attention: Brian Gelfand, President
4915 Auburn Ave., Suite 200
Bethesda, MD 20814
Telephone Number: 301-907-2484
Facsimile Number: 301-907-9021
Internet Address: brian.gelfand@blewteam.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

(D) BLEWS represents and warrants that it is a certified FCC-licensed provider of two-way wireless service, and that its adoption of the Terms

will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.

- (E) In the event an interconnection agreement between Verizon and BLEWS is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to BLEWS's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 1. BLEWS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. BLEWS's adoption of the AWS Terms shall become effective on January 23, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of BLEWS. The term and termination provisions of the AWS/Verizon agreement shall govern BLEWS's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 30, 2004.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a

portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BLEWS's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny BLEWS's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to BLEWS are greater than the costs of providing them to AWS;
 - (b) if the provision of the Terms to BLEWS is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to BLEWS under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should BLEWS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against BLEWS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BLEWS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of BLEWS resulting from BLEWS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

⁴ FCC Internet Order ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of BLEWS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NORTH INC.

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

BUFFALO – LAKE ERIE WIRELESS SYSTEMS CO., L.L.C.

(SIGNATURE)

Brian Gelfand
President

(DATE)

c: Michelle Miller – Verizon

INTERCONNECTION AGREEMENT

BETWEEN

GTE NORTH INCORPORATED

AND

AT&T WIRELESS SERVICES, INC.

FOR THE STATE OF PENNSYLVANIA

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers. This Agreement also governs the collocation of certain equipment of AWS in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Pennsylvania Public Utility Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement.

The Services and facilities to be provided to AWS by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such Services and facilities be modified by tariff or by order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

ARTICLE II
DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1 Act - the Communications Act of 1934, as amended, 47 USC §151, *et. seq.*
 - 1.2 Affiliate - a Person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.3 Answer Supervision - an off-hook supervisory signal.
 - 1.4 Applicable Law - all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any governmental authority, which apply or relate to the subject matter of this Agreement.
 - 1.5 Automated Message Accounting (AMA) - the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.6 Automatic Number Identification (ANI) - the number transmitted through the network identifying the calling party.
 - 1.7 Auxiliary Connection - a line-side connection to a GTE End Office used by AWS for access to Services provided by GTE pursuant to the GTE general exchange tariff, including, but not limited to; basic 911, operator Services, and directory assistance.
 - 1.8 AWS Traffic - traffic originated by a two-way wireless end user customer and routed by AWS as part of a wireless service of AWS.
 - 1.9 Bellcore - see Telcordia Technologies.
 - 1.10 Business Day - Monday through Friday, except for holidays on which the U.S. mail is not delivered.
 - 1.11 Central Office Switch or Central Office or CO - a switch used to provide Telecommunications Services including (1) End Office Switches, (2) Tandem Office Switches and (3) Mobile Switching Centers (MSCs). Central Office Switches may be employed as combination End Office/Tandem Office Switches (combination Class 5/Class 4). Central Offices are the homing or Routing Points for traffic to end users identified by numbers drawn from certain NPA/NXX designations, as stated in the LERG.
 - 1.12 Centralized Message Distribution System (CMDS) - the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
 - 1.13 CLLI Codes - Common Language Location Identifier Codes.
 - 1.14 Commercial Mobile Radio Service (CMRS) Carrier - a provider of CMRS pursuant to 47 U.S.C. §20.3 as interpreted by the FCC and the federal courts.
 - 1.15 Commercial Mobile Radio Services (CMRS) - has the meaning given such term in 47 C.F.R. §20.3.
 - 1.16 Commission - the Public Utilities/Public Service Commission of the state in which this agreement is filed.
 - 1.17 Common Channel Signaling (CCS) - a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

- 1.18 Competitive Local Exchange Carrier (CLEC) - any company or Person authorized to provide local exchange services in competition with an ILEC.
- 1.19 Compliance - (when used in Article III, Section 47) environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of Applicable Laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 Conversation Time - the time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.21 Currently Available - existing as part of GTE's network at the time of the requested order for Service. Currently Available does not include any Service, feature, function or capability that GTE either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.22 Disconnect Supervision - an on-hook supervisory signal end at the completion of a call.
- 1.23 DS-1 - a Service carried at digital signal rate of 1.544 Mbps.
- 1.24 DS-3 - a Service carried at digital signal rate of 44.736 Mbps.
- 1.25 Electronic File Transfer - a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.26 E-911 Service - a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed.
- 1.27 End Office - a LEC switching system where customer station loops are terminated for purposes of interconnection to each other and to trunks.
- 1.28 End Office Switches - Class 5 switches from which end user Exchange services are directly connected and offered.
- 1.29 ESP/ISP Traffic - traffic bound to any enhanced service provider or internet service provider as such traffic is referred to in CC Dockets 96-98 and 99-68. For purposes of compensation between the Parties, ESP/ISP Traffic is not Local Traffic.
- 1.30 Exchange Access - a service provided pursuant to an access tariff of GTE or another Local Provider.
- 1.31 Exchange Message Record (EMR) - an industry standard record used to exchange telecommunications message information among carriers for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore.
- 1.32 Exchange Service - all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.33 Expanded Interconnection Service (EIS) - a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's Wire Centers and Tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.34 Facility - (as used in Article III, Section 47) all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same Persons or Person. Where used non-capitalized elsewhere in this Agreement the term shall have its common industry meaning.
- 1.35 FCC - the Federal Communications Commission.
- 1.36 Fixed Wireless Service - a service using a radio link instead of a physical landline loop between the end user's premises and the local switch. This service is provided by AWS pursuant to its CMRS license.

- 1.37 Generator - (when used in Article III, Section 47) under the Resource Conservation Recovery Act (RCRA), the Person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.38 GTOC - GTE Telephone Operating Company.
- 1.39 GTE Traffic - traffic originated by a GTE end user customer and routed by GTE as part of a GTE retail service offering including, but not limited to, local service, EAS, and intraLATA toll service. GTE Traffic does not include traffic originated by a GTE end user customer that is subsequently routed by another carrier, such as an IXC, as part of a service provided by that other carrier to the GTE end user customer.
- 1.40 Hazardous Chemical - (when used in Article III, Section 47) as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200).
- 1.41 Hazardous Waste - (when used in Article III, Section 47) as described in Resource Conservation Recovery Act (RCRA).
- 1.42 *Imminent Danger* - (when used in Article III, Section 47) any conditions or practices at a Facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.43 Incumbent Local Exchange Carrier (ILEC) - any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.44 Interconnection Facility - also Internetwork Facilities - the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access.
- 1.45 Interexchange Carrier (IXC) - a Telecommunications Service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.46 Interconnection Services or "Services" - the Services provided under Article IV of this Agreement.
- 1.47 ISDN User Part (ISUP) - a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.48 Line Information Data Base (LIDB) - one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.
- 1.49 Local Access and Transport Area (LATA) - a geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.50 Local Exchange Carrier (LEC) - any company certified by the Commission to provide local exchange Telecommunications Services.
- 1.51 Local Exchange Routing Guide (LERG) - the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.52 Local Provider - is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.
- 1.53 Local Traffic - for purposes of compensation between the Parties, the following is Local Traffic:
- (a) GTE Traffic that is originated by a GTE end user customer and terminated to an AWS two-way wireless end user customer located within the same MTA.
 - (b) AWS Traffic that is originated by an end user customer of AWS and terminated to a GTE end user customer located within the same MTA.

- 1.54 Major Trading Area (MTA) - a geographic area used by the FCC as described in 47 C.F.R. §24.202 of the rules and regulations of the FCC defining Broadband PCS service areas, which areas are based on the Rand McNally 1992 *Commercial Atlas & Marketing Guide*, 123rd Edition, at pages 38-39.
- 1.55 Main Distribution Frame (MDF) - the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.56 Meet-Point Billing (MPB) - refers to an arrangement whereby two Local Providers jointly provide the transport element of a Switched Access Service to one of the Local Provider's End Office Switches, with each Local Provider receiving an appropriate share of the transport element revenues.
- 1.57 Mid-Span Fiber Meet - an interconnection architecture whereby the two Local Providers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.58 Mobile Switching Center (MSC) - AWS's facilities and related equipment used to route and switch wireless calls.
- 1.59 Multiple Exchange Carrier Access Billing (MECAB) - refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.60 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD) - a document developed by the Ordering/Provisioning Committee under the auspices of the ("OBF"). The MECOD document, published by Telcordia Technologies as Special Report SR-STC-002643, establish method for processing orders for access service which is to be provided by two or more LECs.
- 1.61 North American Numbering Plan (NANP) - the system of telephone numbering employed in the United States, Guam, Northern Mariana Islands, Canada, and Caribbean countries that employ NPA 809.
- 1.62 Numbering Plan Area (NPA) - also sometimes referred to as an area code, is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.63 NXX, NXX Code, Central Office Code or CO Code - the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.64 Owner and Operator - (when used in Article III, Section 47) as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or Facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the Person responsible for the overall (or part of the) operations of a Facility.
- 1.65 Person - shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state in the United States.
- 1.66 Point of Interconnection/Point of Interface (POI) - the physical point on the network where the two Parties interconnect. The POI is the demarcation point between ownership of the transmission facility between the Parties. This point establishes the technical interface, the test point(s) and the point(s) for operational division of responsibility.
- 1.67 Rate Center - the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center. The Rate Center must be in the same LATA as the associated NPA-NXX.

- 1.68 Rating Point - the Vertical and Horizontal ("V&H") coordinates associated with a particular NPA-NXX for rating purposes. The Rating Point need not be in the same location as the switching entity where a telephone number is homed or routed pursuant to the LERG.
- 1.69 Routing Point - a location that a telecommunications carrier has designated as the homing (routing) point for inbound traffic. The Routing Point is also used by GTE to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area. The Routing Point must be in the same LATA as the Rating Point of the associated NPA-NXX.
- 1.70 Service Control Point (SCP) - the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.71 Service Switching Point (SSP) - an SP that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.72 Signaling Point (SP) - a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.73 Signaling System 7 (SS7) - the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.74 Signal Transfer Point (STP) - a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.75 Subsidiary - a corporation or other legal entity that is majority owned by a Party.
- 1.76 Switch Share Market - a licensed CMRS Carrier that has contracted with AWS to use an AWS MSC for its switching functions.
- 1.77 Switched Access Service - the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 8YY access and 900 access services.
- 1.78 Synchronous Optical Network (SONET) - synchronous electrical ("STS") or optical channel ("OC") connections between Local Providers.
- 1.79 Tandem - a LEC switching system that provides traffic concentration and distribution functions for traffic originating from or terminating to End Offices subtending that Tandem.
- 1.80 Telcordia Technologies - an organization, previously known as Bellcore, owned by Scientific Applications International Corp. (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. The organization also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.81 Telecommunications Services - the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.82 Third Party Contamination - (when used in Article III, Section 47) environmental pollution that is not generated by either Party but results from off-site activities impacting a Facility.
- 1.83 Trunk Group - a dedicated aggregate telephone circuit connecting two switching centers, Central Offices or data concentration devices.
- 1.84 Vertical Features (including CLASS Features) - vertical services and switch functionalities provided by GTE, including but not limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace;

Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.85 Wire Center - a building or space within a building that serves as an aggregation point on a Party's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and Access Services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until June 30, 2001 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond ninety (90) calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's Default, under Section 2.3 below, for Service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:
 - (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
 - (b) If this Agreement is not continued pursuant to subsection (a) preceding, then existing Service arrangements may continue without interruption under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a Default, defined below, by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged Default and that the defaulting Party does not cure the alleged Default within sixty (60) calendar days of receipt of written notice thereof. "Default" is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. For the purposes of Termination Upon Sale, the date specified in the notice will be the Termination Date. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
 - 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Additional Services. To the extent required by the Act or the FCC's rules, upon request by AWS, GTE will negotiate in good faith concerning the provision of additional Services including, but not limited to, unbundled network elements ("UNEs"), arrangements for the collocation of equipment and access to poles, ducts, conduits and rights of way.

4. Agency. Neither Party is authorized to act as an agent for, or legal representative of, the other Party, nor has authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other Party.
5. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
6. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
7. Authority. Each Person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and neither Party has relied on the other Party's counsel, pursuant to this Agreement.
8. Deposits. GTE may charge AWS and AWS will pay GTE a deposit before GTE is required to perform under this agreement if AWS has not established a good payment history with GTE. Such deposit will be calculated based on GTE's estimated two-month charges to AWS. Interest will be paid on the deposit in accordance with state requirements for end user deposits. Because AWS has established good payment history, as of the date of execution of this Agreement GTE does not require a deposit from AWS.
9. Billing and Payment. Except as provided elsewhere in this Agreement and, where applicable in conformance with MECAB and MECOD for access billing to IXCs, AWS and GTE agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and Services rendered under this Agreement.
 - 9.1 Bills. Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis a statement, itemized by category, of charges incurred by the other Party during the preceding month(s) for Services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.
 - 9.2 Backbilling/credit. Backbilling for all Services provided pursuant to this Agreement may be billed for up to twelve (12) months after the date Service was furnished, provided that notification of a billing problem with respect to such Services is provided. Either Party will credit the other for any overbilling that occurs up to twelve (12) months prior to the date in which the Services pursuant to this Agreement were billed or backbilled.
 - 9.3 Billing Disputes
 - 9.3.1 Although it is the intent of both Parties to submit timely and accurate statements of charges as stated within Section 9.1 preceding, failure by either Party to present statement(s) to the other Party in a timely manner but no greater than six (6) months from the actual date of Service, shall not constitute a breach of default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. The billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion if those statements comply with this Section 9.3.1
 - 9.3.2 The Parties agree that all bill statements, including bills disputed in whole or in part, are to be paid when due. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived.
 - 9.3.3 Either Party may request the other Party to verify the accuracy of amounts shown on the billing statements provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its statements within thirty (30) days after the request. In the event one Party requests billing data for three (3) consecutive months or for four (4) months within a six (6) month period, the requesting Party will then initiate the audit provisions specified in Section 9.5 of this Agreement.

9.3.4 If the individuals who are responsible for the day to day aspects of billing within either Party are unable to resolve the documented billing dispute within sixty (60) days of notification, the Parties may invoke the Dispute Resolution provisions of this Article III, Section 16 to resolve their dispute.

9.4 Late Payment Charge. If any undisputed amount due on the billing statement is not received by the billing Party on the payment due date, the billing Party may charge, and the billed Party agrees to pay, at the option of the billing Party, interest on the past due balance at a rate equal to the lesser of the interest rate set forth in the applicable GTE state tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under Applicable Law. Late payment charges shall be included on the next statement.

9.5 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

11. Capacity Planning and Forecasting. In light of the existing interconnection relationship between the Parties under Sections 251/252 of the Act, the Parties agree to meet from time to time to develop joint planning and forecasting responsibilities which are applicable to Interconnection Services. Either Party may delay processing of service orders should that Party request a meeting as specified in this Section and the other Party refuses to participate or unreasonably delays the meeting. Such responsibilities shall include but are not limited to the following:

11.1 The Parties will establish periodic reviews of network and technology plans and will use their best efforts to notify one another no later than six (6) months in advance of changes that would impact either Party's provision of Services.

11.2 The Parties will furnish to each other information that provides for annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over Trunk Groups and yearly forecasted trunk quantities as set forth in Article IV, Section 4.4.

11.4 AWS shall notify GTE promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

12. Compliance with Laws and Regulations. Each Party shall comply with Applicable Laws.

13. Confidential Information.

13.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for Services placed by AWS pursuant to this Agreement, and information that would constitute customer proprietary network information of AWS end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to AWS end users, whether disclosed by AWS to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, shall be deemed Confidential Information of AWS for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of interconnection facilities, Meet-Point Billing by GTE to AWS or by AWS to GTE, and the transport and termination and billing of Local Traffic, intraLATA Toll, optional Extended Area Service ("EAS") and jointly-provided Interexchange Carrier Access (which may be referred to as IC Transiting Service) between GTE and AWS ("Services"). Interconnection Facilities will be provided for Tandem and End Office traffic.

2. Billing and Rates.

2.1 Rates and Charges. GTE and AWS shall compensate each other for Services at the rates and charges set forth in Appendix A attached to this Agreement and made a part hereof.

2.2 Billing. The Parties shall render to each other bills for Services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills unless otherwise agreed to by the Parties. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

2.3 Usage Measurement. The Parties agree to measure, record and round terminating minutes of use (MOUs) for billing and reciprocal compensation between the Parties in the same manner. Terminating usage for individual calls shall be measured on Conversation Time, from Answer Supervision to Disconnect Supervision, and recorded to the nearest second. Terminating usage measured and recorded for individual calls shall be accumulated for the billing period with the total accumulated usage rounded up to the next full MOU to arrive at total billable MOUs for each interconnection. Rounding shall not occur for each individual call.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, intraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and wireless service providers pursuant to the compensation arrangement specified in Section 3.3 herein. The Parties agree to exchange traffic associated with AWS Switch Share Markets pursuant to the terms and conditions specified in this Agreement. The Parties agree to exchange traffic associated with AWS Fixed Wireless Service pursuant to the terms and conditions contained herein.

3.2 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with this Agreement. If the Parties cannot separately identify traffic they exchange that is not subject to compensation as Local Traffic, the Parties shall apply the state level Traffic Exempt Factor in Appendix A to their measurements of Local Traffic to calculate the compensation for Local Traffic. This factor represents the share of traffic exchanged by the Parties that is exempt from compensation as Local Traffic and will be updated semi-annually in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of non-local traffic shall be in accordance with the Parties' respective intrastate or Interstate access tariffs, as appropriate.

The Parties have not agreed as to how ESP/ISP Traffic should be exchanged between the Parties and whether and to what extent compensation is due either Party for exchange of such traffic. GTE's position is that the FCC cannot divest itself of rate setting jurisdiction over such traffic, that such traffic is interstate and subject to Part 69 principles, and that a specific interstate rate element should be established for such traffic. AWS's position is that ESP/ISP Traffic should be treated as local for the purposes of inter-carrier compensation and should be compensated on the same basis as voice traffic between end users. The FCC has issued an NPRM on prospective treatment of ESP/ISP Traffic. Nevertheless, without waiving any of its rights to assert and pursue its position on issues related to ESP/ISP Traffic, each Party agrees that until the FCC enters a final, binding, and nonappealable order ("FCC Final Order"), the Parties shall exchange and each Party may track ESP/ISP Traffic but no compensation shall be owed for ESP/ISP Traffic exchanged between the Parties and neither Party shall bill the other for such traffic. At such time as a Final FCC Order becomes applicable, the Parties shall meet to discuss implementation of the Order and shall make adjustments to

reflect the impact of the Order. This agreement to leave issues related to ESP/ISP Traffic unresolved until after the Final FCC Order becomes applicable and in the interim to not compensate for ESP/ISP Traffic shall in no manner whatsoever establish any precedent, waiver, course of dealing or in any way evidence either Party's position or intent with regard to exchange and/or compensation of ESP/ISP Traffic, each Party reserving all its rights with respect to these issues.

3.2.1 Switch Share Markets. Where AWS provides switching services to other CMRS Carriers in Switch Share Markets under agreements that were in effect on or before January 31, 1996, the traffic shall be treated as if it were provided to and from AWS end users, but only to the extent that such traffic is incidental to the total traffic exchanged between GTE and AWS under this Agreement. Traffic shall be considered incidental if the cumulative traffic of all Switch Share Markets is less than 2% of total traffic exchanged between the Parties. Compensation rates under this Section shall apply to all such traffic.

3.3 Tandem Switching Traffic (Transiting). GTE will provide Tandem switching for traffic between the Parties' End Offices subtending or interconnected with the GTE Tandem, as well as for traffic between AWS's end users and any other Local Provider which is interconnected to the GTE Tandems as follows:

3.3.1 AWS will compensate GTE for each minute of originated Tandem switched traffic that terminates to a third party Local Provider (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified as the Tandem Switching Rate (Transiting) in Appendix A.

3.3.2 AWS also assumes responsibility for compensation to the Local Provider that terminates the call.

3.3.3 The Parties agree to enter into their own agreements with third-party Local Providers. In the event that AWS sends traffic through GTE's network to a third-party Local Provider with whom AWS does not have traffic interexchange agreement, AWS shall indemnify GTE pursuant to Section 23 of Article III for any costs or expenses arising from demands made by third-party Local Providers for the transport and termination of AWS-originated traffic.

3.4 Inter-Tandem Switching. The Parties will only use inter-Tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either AWS has agreed to and fully implemented an existing intraLATA toll compensation mechanism. The Parties will only use inter-Tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple Tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. AWS may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis pursuant to the Bona Fide Request process outlined in this Article IV, Section 12. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. GTE will work with AWS in all circumstances to install Interconnection Facilities on a timely basis. When special construction is required, the timeline for installation shall be negotiated on a case-by-case basis. Network interconnection and protocol must be based on Industry standards developed consistent with the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility POI at a designated manhole or junction location. The POI is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

- (c) A special access and/or carrier dedicated transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable access tariffs. These facilities will meet the standards set forth in such applicable access tariffs.
- 4.1.2 *Virtual and physical EIS arrangements are governed by appropriate GTE tariffs and applicable rules.*
- 4.1.3 The Parties will mutually designate at least one POI on GTE's network within each GTE Tandem for the routing of Local Traffic except as provided in Section 5 of Article IV.
- 4.2 Compensation. The Parties agree to the following compensation for Interconnection Facilities, depending on facility type. ESP/ISP Traffic is excluded from this compensation in accord with Section 3.2 of this Article.
- 4.2.1 **Mid-Span Fiber Meet:** GTE will charge special access (flat rated) transport from the applicable access tariff and will rate charges between the POI and the GTE switch where the fiber terminates. AWS may bill GTE, or may request GTE to reduce charges, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth as the Terminating Traffic Factors in Appendix A. This factor will be updated no more frequently than semi-annually in like manner or as the Parties otherwise agree. AWS will charge flat rated transport to GTE for AWS facilities used by GTE at AWS tariffed rates, if available, at GTE tariffed rates, or as mutually agreed. AWS will apply charges based on the lesser of; (i) the airline mileage from the POI to the AWS switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
- 4.2.2 **Collocation:** GTE will charge virtual or physical EIS rates from the applicable GTE tariff. AWS will charge GTE flat rated transport at AWS tariffed rates, if available, at GTE tariffed rates, or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. AWS will apply charges based on the lesser of (i) the airline mileage from the POI to the AWS switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
- 4.2.3 **Special Access and/or Carrier Dedicated Transport :** GTE will charge special access and/or switched access rates from the applicable GTE access tariff or other applicable tariff. AWS may bill GTE, or may request GTE to reduce charges, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated no more frequently than semi-annually in like manner or as the Parties otherwise agree.
- 4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix A. The Parties shall negotiate the methodology that AWS will use to bill GTE for GTE's proportionate use of two way facilities the Parties use to exchange Local Traffic, including but not limited to DS1s, DS3s and SONET Rings, within sixty (60) days of the Effective Date of this Agreement. Pending agreement on such a methodology AWS will bill GTE, and GTE will pay AWS, the amount AWS reasonably believes is GTE's proportionate share of these two way facilities. Such billing and payment is subject to all terms and conditions of this Agreement related to billing and payment of bills. Such amount shall be subject to amendment consistent with the agreed methodology and effective retroactively to the Effective Date of this Agreement. The Parties shall complete any true-up of the amount paid by GTE within thirty (30) days following implementation of the agreed-upon methodology.
- 4.2.5 Switch Share Markets. Determination of the proper compensation rates for facilities under this Section, based on proportionate usage, shall include traffic to and from Switch Share Markets.
- 4.3 Trunking Requirements. In accordance with Article III, Section 11, if the Parties have not already done so, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.
- 4.3.1 The Parties agree to establish Trunk Groups of sufficient capacity from the Interconnection Facilities such that trunking is available to any switching center designated by either Party, including End Offices, Tandems, 911 routing switches, and directory assistance/operator service switches. The Parties may use two-way trunks for delivery of Local Traffic upon mutual agreement

or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks and the other Party will make trunk ports available. Each Party must have sufficient capacity at its switches to handle the traffic of the other Party and to maintain at least B.01 grade of service.

- 4.3.2 AWS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required Trunk Groups to handle different traffic types. AWS and GTE will support the provisioning of Trunk Groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate Trunk Groups from AWS to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. If the IXC subsequently indicates that it does not want the traffic routed to or from AWS, GTE will not route the traffic.
 - 4.3.2.1 Each Party agrees to route traffic only over the proper jurisdictional Trunk Group.
 - 4.3.2.2 Each Party shall deliver traffic only over the local interconnection Trunk Groups to the other Party's switching center (Tandem or MSC) for those publicly-dialable NXX Codes served by End Offices that subtend the Tandem or to those other Local Providers that subtend the Tandem.
 - 4.3.2.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 4.3.3 The Parties will work together to establish high usage End-Office Trunk Groups.
- 4.3.4 AWS will provide Percent Local Usage ("PLU") factors on a semi-annual basis to identify the proper jurisdiction (local or non-local) of each call type that is carried over the local Interconnection Facilities. If these percentages are not received semi-annually, the Parties shall use the last previous reported percentages. The initial PLU factor is identified as the Percent Local Usage Factor on Appendix A.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard (B.01 or B.005).
- 4.3.6 AWS and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement Trunk Groups are maintained at consistent B.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated Trunk Groups.
- 4.3.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.

4.4 Trunk Forecasting.

- 4.4.1 The Parties will work towards the development of joint forecasting of Trunk Groups. Intercompany forecast information must be provided by the Parties to each other **twice a year**. The semi-annual forecasts will include:
 - 4.4.1.1 yearly forecasted trunk quantities for no less than a two (2)-year period (current year, plus one (1) year); and
 - 4.4.1.2 the use of (i) CLCI™-MSG codes, which are described in Bellcore document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4. Major network projects include but are not

limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 4.4.3 GTE and AWS will work together to begin providing these forecasts within thirty (30) days after the Effective Date of this Agreement. New Trunk Groups will be implemented as dictated by engineering requirements for either Party.
- 4.4.4 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.
- 4.5 Trunk Facility Underutilization. At least once a year, or other period agreed to by the Parties, the Parties shall exchange Trunk Group measurement reports for Trunk Groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's Trunk Groups from the previous twelve (12) months servicing data. Required trunks will be based on an objective B.01 grade of service or the Joint Interconnection Grooming Plan referenced in Section 4.3.6 above. If a Trunk Group is under seventy-five percent (75%) of current call seconds (ccs) capacity on a monthly average basis for each month of any six (6) month period, and the Trunk Group in question is utilized to carry traffic originated by both Parties, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.
- 4.6 Network Redesigns Initiated by GTE. GTE will not charge AWS when GTE initiates its own network redesigns/reconfigurations. GTE shall make its best efforts to notify AWS of any GTE network redesigns/reconfigurations that will affect AWS's facilities sufficiently in advance to enable AWS to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their end users.
- 4.7 Interconnection Calling and Called Scopes for Tandem Interconnection and End Office Interconnection.
- 4.7.1 GTE Tandem interconnection calling scope (originating and terminating) is to those GTE End Offices which subtend the GTE Tandem to which the connection is made, except as provided for in Section 3.3 of this Article IV.
- 4.7.2 GTE End Office interconnection calling scope (originating and terminating) is only to the End Office and its remotes to which the connection is made.
5. Indirect Network Interconnection. Where GTE subtends a Tandem of another Local Provider and where AWS is interconnected with that same Tandem, the Parties may exchange traffic through that Tandem provided that the Party originating the traffic assumes responsibility for compensation to the Tandem provider. Neither Party shall deliver traffic destined to terminate at the other Party's End Office via another Local Provider's End Office. In addition, except as provided in Section 3.4 of this Article, neither Party shall deliver traffic destined to terminate at an End Office subtending the other Party's Tandem via another Local Provider's Tandem. A direct interconnection to a GTE Tandem is not required if AWS has no end user telephone numbers within a Rate Center or Routing Point within the operating area of that Tandem or within the then-current local serving area, including mandatory calling scope arrangements, of any of the GTE End Offices subtending that Tandem. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange service area. This does not include optional local calling scopes, i.e. optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as "optional EAS".
6. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact AWS's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by AWS shall be made directly to the NANP Number Plan Administrator. AWS shall not request number resources to be assigned to any GTE switching entity.
- 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

APPENDIX A
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

Tandem Rate per MOU: \$0.0045

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and AWS and applies for all Local Traffic MOUs exchanged at a POI associated with a GTE Tandem. This rate is subject to adjustment in accordance with Section 48 of Article III of this Agreement.

End Office Rate MOU: \$0.0030

This rate is reciprocal and symmetrical for Local Traffic exchanged between GTE and AWS and applies for all Local Traffic MOUs exchanged at a POI associated with a GTE End Office. This rate is subject to adjustment in accordance with Section 48 of Article III of this Agreement.

B. Tandem Switching Rate (Transiting)

Rate applied per MOU: \$.0025

This rate applies to all MOUs exchanged between AWS and another Local Provider through facilities of GTE. Rate based on most current GTE cost studies.

BILLING FACTORS

A. Terminating Traffic Factors:

20%	GTE to AWS
80%	AWS to GTE
100%	Total Two-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and AWS, 90% originated from a AWS wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a semi-annual basis. If factors are not updated semi-annually, the Parties shall use the last previously established factors.

B. Transiting Factor: 1% GTE Transited

The Transiting Factor is used to determine the amount of traffic to or from AWS that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e., when recorded billing data is not sufficiently available. When applied to AWS originated traffic, the Transiting Factor determines the transiting traffic that was generated by AWS. When applied to AWS terminated traffic, the Transiting Factor determines the portion of traffic terminating to AWS that was not originated by GTE. This factor is subject to change based upon mutually acceptable traffic data no more frequently than semi-annually. If the factor is not updated semi-annually, the Parties shall use the last previously established factor.

C. PLU: 100%

The Percent Local Usage (PLU) Factor describes the portion of Local Traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA) and within the same LATA. This Local Traffic Factor applies to both originating and terminating MOUs.

D. Exempt Traffic Factor: 0%

The Exempt Traffic Factor describes the portion of traffic exchanged between the Parties over local Interconnection Facilities that is exempt from local compensation. This factor will be used for billing between the Parties until actual exempt usage can be measured. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every six (6) months. If the factor is not updated semi-annually, the Parties shall use the last previously established factor.

BLOCKS OF 100 NUMBERS

Installation Charge per 100 Numbers	\$66.75
Usage Compensation to AWS, per Month, per Trunk	\$ 5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with End Office Interconnection Facilities obtained by AWS. AWS is solely responsible for the costs of Interconnection Facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to AWS for Local Traffic terminating to AWS over this interconnection arrangement. It applies per month, per DSO trunk or equivalent.

PENNSYLVANIA APPENDIX 1¹
V1.0

I. Rates and Charges for Transport and Termination of Traffic²

A Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0030000♦ per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0079536♦ per minute of use.

B The Tandem Transit Service Charge is \$0.0047856♦ per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume³ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C Entrance Facility and Transport for Interconnection Charges: *See Intrastate Special Access Tariff.*

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to the Reservation of Rights language of the Terms. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

² All rates and charges specified herein are pertaining to the Interconnection provision of the Terms.

³ A CCS busy hour equivalent of 200,000 combined minutes of use.

From: Origin ID: REDA (215)466-6365
Marie E. Barker
Verizon
1717 Arch St
MailCode N/A
Philadelphia, PA 19103



C 91 111082982924

Ship Date: 22FEB10
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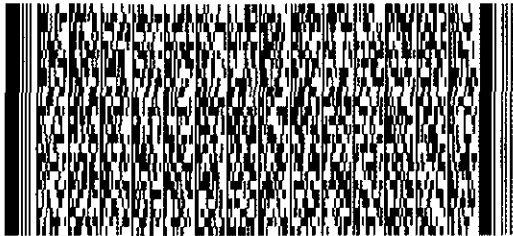
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Ref # PR9822659
Invoice #
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SHIP TO: (717)772-7777 **BILL THIRD PARTY**

James McNulty, Secretary
Pennsylvania PUC
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

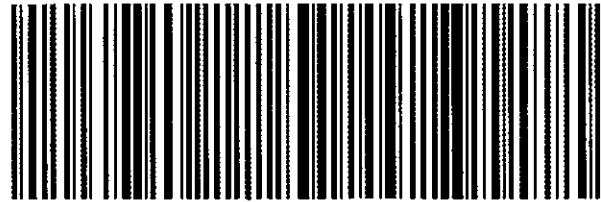


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