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February 16, 2010

VIA HAND DELIVERY

James J. McNulty, Secretary
PA Public Utility Commission
Commonwealth Keystone Bldg.
400 North Street, 2nd Floor
P.O. Box 3265
Harrisburg, PA 17105-3265

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SECRETARY'S BUREAU

RE: Buffalo – Lake Erie Wireless Systems Co., LLC Petition for Interim Emergency Order; Docket No. P-2009-2150008

Dear Secretary McNulty:

Enclosed are the original and three copies of Buffalo – Lake Erie Wireless Systems Co., LLC's Petition for Interim Emergency Order for filing in the above-referenced matter. The parties of record have been served in the manner indicated on the attached Certificate of Service. If you have any questions regarding this filing, please contact me at your convenience.

Sincerely,

Deanne M. O'Dell

DMO/jls
Enclosure

cc: Certificate of Service (w/enc)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Buffalo – Lake Erie Wireless Systems Co., :
LLC Petition for Interim Emergency Order : Docket No. P-2009-2150008
:

**PETITION FOR INTERIM EMERGENCY ORDER
OF BUFFALO – LAKE ERIE WIRELESS SYSTEMS CO., LLC**

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Pursuant to 52 Pa. Code §§ 3.6, Buffalo – Lake Erie Wireless Systems Co., LLC (“BLEW”) requests issuance of an Interim Emergency Order which prohibits Verizon Pennsylvania Inc. and Verizon North Inc. (collectively “Verizon”) from disconnecting services to BLEW pending the outcome of BLEW’s complaint against Verizon which is being filed simultaneously with this Petition.

By Ratification Order entered January 14, 2010 at this docket, the Commission precluded Verizon from disconnecting services to BLEW for a period of 30 days or until February 16, 2010. The Commission also required BLEW to place \$122,405.93 into an escrow account (which BLEW has done) and to start paying Verizon’s current bills as issued (which BLEW will do upon receipt of current bills though it reserves its right to dispute the amount charged consistent with its complaint). Finally, the Commission gave BLEW the option, if the parties could not amicably resolve the matter, to file a complaint and a petition for interim emergency order. While the parties continue to try to negotiate a settlement of this matter, Verizon has maintained that it has a right to disconnect service before resolution of BLEW’s complaint. Because such disconnection would prevent BLEW and Verizon customers from calling each other and because Commission resolution of the billing dispute between the parties is pending, BLEW seeks an interim emergency order prohibiting Verizon from disconnecting service to BLEW until final resolution of its complaint.

In support of its request BLEW states the following:

1. BLEW is a Maryland limited liability company, with principal offices at Bethesda, Maryland. BLEW provides wireless services in large portions of Western New York State and Pennsylvania, including Erie, Scranton, Wilkes-Barre and Hazleton. BLEW has approximately 1,858 customers located in the Commonwealth and provides a full package of services to these customers including interMTA and intraMTA calling, 911 emergency service, voice mail and other services.

2. Verizon is an incumbent local exchange carrier with a principal place of business in Philadelphia, Pennsylvania. Verizon provides landline services in many of the areas served by BLEW, resulting in a multitude of calling between Verizon and BLEW's customers.

3. Verizon and BLEW are required to interconnect their networks so that their customers can make and receive calls among themselves. To accomplish this, in January 2004, BLEW opted into two separate interconnection agreements ("ICAs") – one between Verizon North and AT&T Wireless Services, Inc. ("Verizon North/BLEW ICA") and one between Verizon PA and AT&T Wireless Services, Inc. ("Verizon PA/BLEW ICA").¹

4. As set forth in more detail in the complaint which is being simultaneously filed and the Verified Statement of Facts submitted by Brian Gelfand, Vice President of BLEW (attached as **Exhibit A**), BLEW has disputed the charges assessed by Verizon since 2005 and

¹ The Commission approved the adoption into both agreements by orders entered June 25, 2004 at Docket No. A-311321F7000 (the Verizon PA/BLEW ICA) and Docket No. A-311321F7001 (the Verizon North/BLEW ICA). The underlying interconnection agreements are available at the Commission's website.

disputes the amount which was identified in Verizon's October 23, 2009 disconnection notice and subject to the Ratification Order.

5. Because negotiations stalled in the fall of 2009, Verizon subsequently issued its October 23, 2009 Disconnection Notice and threatened to disconnect all services to BLEW in Pennsylvania on December 29, 2009. In response, BLEW filed a Petition for Emergency Order seeking to preclude Verizon from disconnecting service as threatened. Ultimately, the Commission granted in part and denied in part BLEW's request in its January 14, 2010 Ratification Order.

6. In its Ratification Order, the Commission required BLEW to place \$122,405.93 into an escrow account (which BLEW has done), required BLEW to pay current bills going-forward (which BLEW intends to do when current bills are issued though it reserves its right to challenge the basis of the charges) and precluded Verizon from disconnecting service to BLEW for a period of 30 days (until February 16, 2010). If the parties were unable to reach a settlement of the matter within that 30-day period, then the Commission directed BLEW to file a formal complaint and a petition for interim emergency order.² According to the Commission, "the issues of nonpayment for breach of interconnection agreement and the right to terminate service under the terms of the interconnection agreement are all issues best brought before this Commission through the formal complaint process. . ."³

7. If BLEW did file these pleadings and the Administrative Law Judge ("ALJ") ultimately denies BLEW's emergency relief and permits Verizon to disconnect service to BLEW

² Ratification Order at 5.

³ *Id.*

pending resolution of the complaint, then the Commission granted a waiver of 52 Pa. Code § 3.10(a). Section 3.10(a) of the regulations states that an ALJ's decision on interim emergency relief is immediately effective even though the decision is subject to review by the Commission. The Commission reasoned that proactively granting this waiver was appropriate because of the risk to phone customers of interrupted service if Verizon disconnects service to BLEW prior to adjudication of the underlying billing dispute.⁴

8. Pursuant to 52 Pa. Code § 3.6(b), this Petition should be granted because (1) Petitioner's right to relief is clear as Verizon has no legal authority (without permission from the Commission) to proceed with its threatened disconnection and BLEW substantially disputes the amount Verizon claims are owed in its October 23, 2009 Disconnection Notice; (2) the need for relief is immediate as long as Verizon has the right to disconnect service to BLEW prior to adjudication of BLEW's complaint; (3) the injury if Verizon were permitted to proceed would be irreparable because Verizon's action will lead to the disruption of telecommunications services between Verizon and BLEW customers; (4) the relief requested is not injurious to the public interest and, in fact, is in the public interest to ensure that BLEW's customers maintain access to telecommunications services.

BLEW's Right To Relief Is Clear

9. Regarding Section 3.6(b)(1), Verizon's threat to disconnect services to BLEW is illegal under both federal and state law. Regarding interstate traffic, the Federal Communications Commission has made clear that "no carriers . . . may block, choke, reduce or restrict traffic in any way" and that call blocking is an "unjust and unreasonable practice under

⁴ *Id.*

section 201(b) of the [Telecommunications] Act.”⁵ Likewise, the Commission has made clear that “all carriers are obligated to complete calls where it is technically feasible to do so regardless of whether they believe that the underlying intercarrier compensation arrangements for completion of calls are proper.”⁶ If Verizon moves forward with its disconnection, it will be blocking the flow of telecommunications traffic because BLEW customers calling Verizon customers will not have their calls completed.

10. If Verizon believes it has a legitimate claim justifying a disconnection of service to BLEW, then the proper way to proceed (assuming good faith negotiations are unsuccessful) is for Verizon to seek an order from the Commission authorizing it to disconnect service. In such an action, the Commission can ensure that the proper consumer protections are implemented before placing consumers at risk from not having telecommunications service. If Verizon is permitted to disconnect service pending resolution of the underlying billing dispute, consumers will not have the ability to make and receive calls which could have serious real-life consequences for them. Such a potentially detrimental result is both unlawful and completely unnecessary.

11. In its Ratification Order, the Commission made clear that the unresolved issues between the parties needed to be addressed in formal proceedings.⁷ BLEW has started this formal process with the filing of its complaint. BLEW has also complied with the directives of

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 *Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Company*, Docket No. C-20028114, Opinion and Order entered August 8, 2002 at 9 (emphasis added).

⁷ Ratification Order at 5.

the Ratification Order to place money in an escrow which addressed the Commission's concerns regarding whether or not Verizon would ultimately be paid if BLEW's complaint were denied. Continuing to preclude Verizon from disconnecting service pending resolution of BLEW's formal complaint is not only consistent with the law but also with the spirit and intent of the Commission in its Ratification Order.

12. In the pleadings leading to the Ratification Order, Verizon argued that there was no dispute regarding \$122,405.93 of the total \$179,947.10 that was identified in the Disconnection Notice from Verizon. In ordering BLEW to place the \$122,405.93 into escrow, the Commission stated that it was "persuaded" by "Verizon's claim that BLEW should not dispute owing this net amount."⁸ This claim, however, as explained in the attached Verified Statement of Facts is not accurate and any undisputed amounts are a fraction of the \$122,405.93 subject to the Commission's finding.⁹

13. BLEW's position is that of the \$179,947.10 amount identified in the October 2009 disconnection notice, the total should be offset by the \$16,640.35 that Verizon owes BLEW in unpaid charges for BLEW's termination of Verizon's traffic. Verizon has also included in the disconnection notice overcharges to BLEW of approximately \$20,000 for the costs of transit that BLEW should not be legally required to pay. Finally, Verizon owes BLEW \$125,000 for the costs of BLEW to transport Verizon's traffic from Verizon's tandem to BLEW's switch. Netting

⁸ Ratification Order at 6.

⁹ It should be noted that despite this, BLEW's good faith attempt to resolve the disconnection issue in the context of the prior emergency proceeding was to place \$50,000 into escrow even though even that amount overstated the amount not in dispute between the parties. However, BLEW recognized that Commission precedent generally preferred amounts to be placed in escrow and, therefore, offered this amount in consideration of that.

out these amounts owed by Verizon to BLEW as well as subtracting the overcharges of Verizon, at most the undisputed amount between the parties is \$18,306.75. As BLEW has already been required to set aside in escrow an amount almost seven times what may be owed, allowing Verizon to disconnect service under a theory that BLEW owes Verizon a significant amount of “undisputed” money has no legal or factual support.

14. During the time the parties have been engaged in this current dispute, Verizon stopped paying for BLEW’s termination of Verizon’s traffic. Verizon owes BLEW \$16,649.35 for this service based on Amendment 2 of both ICAs as well as Section 26.9 of the Verizon PA/BLEW ICA and Section 9 of the Verizon North/BLEW ICA.

15. Additionally, Verizon North has overcharged BLEW for transit service. The charges for this service are included in the \$179,947.10 amount that was identified in the Disconnection Notice from Verizon.¹⁰ As set forth in its complaint, BLEW’s position is that these charges were illegally assessed in violation of 66 Pa. C.S. § 1303 and 1304 as well as the terms of the ICA between the parties.

16. Review of Verizon North’s currently effective tariff reveals that Verizon North’s tariffed rate for the components of transit service are \$.0011 per minute, the same rate under Verizon PA’s tariff that is being charged by Verizon PA to BLEW.¹¹ Despite this, Verizon North charges BLEW more than double the tariffed rate (i.e. \$.0025/minute). To require BLEW to pay this amount would be to permit Verizon North to charge a rate well in excess of its

¹⁰ See Verizon’s Response to Petition for Emergency Order dated January 7, 2010 at 5.

¹¹ Verizon North, Telephone-Pa. P.U.C. No. 9, Section 4.6.2(C), 13th Revised Sheet 56 attached as **Exhibit B**. Verizon PA Tariff Pa. PUC 302, Section 6.9.2 attached as **Exhibit C**.

tariffed rate in violation of Pennsylvania law. Properly rating the transit service contained in the Disconnection Notice to comply with Verizon North's binding tariff rate results in an adjustment of approximately \$20,000 of what BLEW allegedly owes Verizon.

17. Finally, Verizon has never paid BLEW any amount for the cost to BLEW to transport Verizon's traffic from Verizon's tandem to BLEW's switch for termination to BLEW's customers. Pursuant to the ICAs between the parties, they are to mutually agree to both the technical point of "hand-off" (i.e. the Point of Interconnection or "POI") as well as the virtual point for purposes of billing (i.e. the Interconnection Point or "IP"). BLEW, as the requesting carrier, has the right pursuant to federal law to request any technically feasible point.¹² Instead of negotiating this point, Verizon has unilaterally determined that an entrance facility at its tandem is the POI and the IP and BLEW is responsible for the costs to transport Verizon's traffic to BLEW's switch. By taking this position, Verizon has refused to pay BLEW for BLEW's transport of Verizon's traffic. This position, however, is in contravention to the law as well the terms of the parties' ICA and, therefore, Verizon owes BLEW \$125,000 for BLEW's costs of transport. Thus, this amount needs to be subtracted from the amount Verizon alleges BLEW owes Verizon pursuant to the Disconnection Notice.

18. While the Commission may have decided to require BLEW to place \$122,405.93 in escrow on the theory that this amount was not in dispute between the parties, that assumption was not accurate and it should not be used as the basis to permit disconnection at this point in

¹² 47 U.S.C. § 251(c)(2)(B). *See, e.g. In the Matter of Petition of Worldcom, Inc. Pursuant to Section 252(E)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, Memorandum Opinion and Order, 17 FCC Rcd. 27039 at ¶ 53 (rel. 2002).

time. BLEW has consistently maintained that it disputes the amount that it owes Verizon as contained in the Disconnection Notice. In its complaint, BLEW is seeking an adjudication from the Commission regarding these claims. As there is a currently pending billing dispute between the parties regarding whether or not BLEW owes Verizon payment for the amount specified in the Disconnection Notice, there is no basis upon which to permit Verizon to disconnect service at this point in time on the theory that there are significant amounts of undisputed money owed by BLEW to Verizon.

The Need For Relief Is Immediate

19. Regarding Section 3.6(b)(2), the need for relief is immediate. The Commission's Ratification Order precluded Verizon from disconnecting service until February 16, 2010 and directed BLEW to file a Petition for Interim Emergency Relief to address whether Verizon is precluded from disconnecting service prior to adjudication of BLEW's complaint. Therefore, the question of whether or not Verizon can disconnect service while BLEW's complaint is pending needs to be immediately resolved to provide clarity and certainty to the parties.

Permitting Disconnect Pending Resolution of BLEW's Complaint Would Inflict Irreparable Injury

20. Regarding Section 3.6(b)(3), permitting Verizon to disconnect service pending resolution of BLEW's complaint would inflict irreparable injury. As soon as Verizon is permitted to disconnect service to BLEW, the customers of BLEW and Verizon will be *detrimentally harmed* because they will not be able to make and receive calls to one another. As acknowledged by the Commission in its Ratification Order, BLEW would also be harmed if

improper disconnection were permitted because it would lose customers and may not be able to recover the loss.¹³

Relief Requested is Not Injurious To Public Interest

21. Regarding Section 3.6(b)(4), the relief requested is not injurious to the public interest. On the contrary, precluding Verizon from exercising disconnection pending resolution of BLEW's complaint is in the public interest because such action ensures that the customers of both BLEW and Verizon continue to maintain uninterrupted access to telecommunications services. In its Ratification Order, the Commission expressed concern that allowing "for an open-ended preclusion of termination of service" might be injurious to Verizon.¹⁴ The Commission, however, addressed this concern by requiring BLEW to place \$122,405.93 into escrow and to pay current bills as rendered. Even though BLEW disputes the amount that is legally owed to Verizon (and does not agree that the \$122,405.93 amount represents "undisputed" bills), BLEW has complied with these directives. Therefore, there is no harm to Verizon by precluding it from disconnecting service to BLEW pending resolution of BLEW's complaint because there is no legal determination that the amount identified by Verizon in its Disconnection Notice or the amount placed in escrow is due to Verizon. Disconnection, if appropriate, should not be permitted until that threshold determination is made and this threshold determination is the subject of the complaint that is being simultaneously filed by BLEW.

¹³ Ratification Order at 4.

¹⁴ *Id.*

22. For all these reasons, BLEW respectfully requests that the Commission grant this Petition and direct Verizon to cease and desist from disconnecting services to BLEW pending resolution of BLEW's complaint.

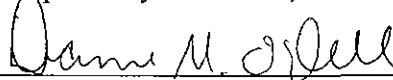
WHEREFORE, Buffalo – Lake Erie Wireless Systems Co., LLC respectfully requests that the Pennsylvania Public Utility Commission:

a. Issue an interim emergency order directing Verizon Pennsylvania, Inc. and Verizon North of Pennsylvania, Inc. to preclude Verizon from disconnecting services to Buffalo – Lake Erie Wireless Systems Co., LLC pending resolution of BLEW's complaint;

b. Enjoin Verizon Pennsylvania, Inc. and Verizon North of Pennsylvania, Inc. from terminating service to any lines served by Buffalo – Lake Erie Wireless Systems Co., LLC unless and until it receives an order from the Commission authorizing such termination; and,

c. Grant any other relief in the public interest.

Respectfully submitted,



Alan Kohler, Esquire
Deanne M. O'Dell, Esquire (Attorney No.: 81064)
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor
Harrisburg, PA 17101
717.255.3744
Fax 717.237.6019
Attorneys for – Lake Erie Wireless Systems Co.,
LLC

Date: February 16, 2010

EXHIBIT A

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Buffalo – Lake Erie Wireless Systems Co., :
LLC Petition for Interim Emergency Order : Docket No. P-2009-2150008
:

Verified Statement of Facts

I, the undersigned, do hereby certify and state under penalty of perjury and subject to the penalties provided by 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities) that the following facts are true and correct to the best of my knowledge, information or belief:

1. My name is Brian Gelfand, and I am the Vice President of Buffalo – Lake Erie Wireless Systems Co., LLC. (“BLEW”).
2. I have reviewed the statements in BLEW's Petition for Interim Emergency Order and verify that the statements are accurate and complete.
3. I have reviewed the statements in BLEW’s formal complaint against Verizon Pennsylvania Inc. and Verizon North Inc. (collectively, “Verizon”) and verify that the statements are accurate and complete.
4. I believe Verizon intends to disconnect all services to BLEW unless the Commission makes clear that it cannot do so pending resolution of BLEW’s formal complaint. If that occurs, then calls between BLEW ’s customers and Verizon’s customers will be disrupted which could have a detrimental result for consumers.
5. As set forth in BLEW’s complaint, the underlying dispute between the parties involves billing issues. First, BLEW seeks payment by Verizon for BLEW’s termination of Verizon’s calls since the beginning of the current dispute in March 2008. Second, BLEW

seeks a retroactive and prospective rerating of the transit charges that have been and continue to be overcharged by Verizon. Finally, BLEW seeks to be compensated by Verizon for a reasonable portion of the costs incurred by BLEW to transport Verizon's calls from Verizon's tandem to BLEW's switch.

6. BLEW and Verizon have been in negotiations since 2005 regarding these billing issues. I have been personally involved in these discussions. The most recent dispute between the parties began in 2008. In the course of negotiations, both parties stopped paying each other for the termination of traffic. By the fall of 2009, no settlement was reached. Consequently, Verizon informed BLEW that it would be disconnecting all services to BLEW based on Verizon's claim that BLEW owed Verizon \$179,947.10. Such disconnection would result in the loss of services to BLEW's customers (because Verizon will not terminate calls sent by BLEW's customers to Verizon's customers).
7. With no other choice, BLEW filed a Petition for Emergency Relief with the Commission which sought an emergency order precluding Verizon from proceeding with its threatened disconnection. The petition was ultimately granted in part and denied in part by the Commission's January 14, 2010 Ratification Order.
8. In the Commission's Ratification Order, BLEW was ordered to place \$122,405.93 into an escrow account. BLEW complied with this directive and the money has been in escrow since January 25, 2010.
9. The \$122,405.93 amount was calculated based on Verizon's claim that this amount was undisputed. However, this is not accurate. BLEW's position is that it does not owe Verizon the \$179,947.10 stated in its disconnection notice. More specifically, Verizon

owes BLEW \$16,640.35 in unpaid charges for BLEW's termination of Verizon's traffic and this amount should be offset from any final amount owed by BLEW. Also, Verizon has overcharged BLEW approximately \$20,000 for the costs of transit and this amount should be subtracted from the total allegedly due by BLEW to Verizon. Finally, Verizon owes BLEW \$125,000 for the costs of BLEW to transport Verizon's traffic from Verizon's tandem to BLEW's switch. Netting out these amounts owed by Verizon to BLEW as well as subtracting the overcharges of Verizon, at most the undisputed amount between the parties is \$18,306.75, a fraction of what BLEW was required to place in escrow.

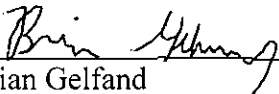
10. In the Commission's Ratification Order, BLEW was also ordered to pay Verizon's current bills following the Ratification Order as issued to BLEW. Upon receipt of such current bill from Verizon, BLEW plans to comply with this directive even though it reserves its right to dispute the amounts charged for transit as well as the fact that Verizon has not compensated BLEW any amount for transport.
11. Subsequent to the issuance of the Ratification Order, BLEW has continued to attempt to settle this matter with Verizon but to no avail. With no other choice, BLEW has filed a complaint with the Commission seeking resolution of the underlying billing dispute between the parties. To address the threatened disconnection of service, BLEW also filed this Petition for Interim Emergency Order.
12. While this dispute (which includes a dispute regarding the amounts BLEW was required to place in escrow) is pending before the Commission, Verizon must not be permitted to disconnect service to BLEW. BLEW has fully complied with the terms of the

Ratification Order. BLEW has placed an amount substantially in excess of what it believes is owed to Verizon based on the October 2009 disconnection notice and BLEW will pay Verizon's current bills as issued (without waiving its right to challenge them).

13. If Verizon is permitted to disconnect service pending resolution of the underlying billing dispute, consumers will not have the ability to make and receive calls which could have serious real-life consequences for them. Such a potentially detrimental result is completely unnecessary.
14. BLEW remains committed to working with Verizon to reach a mutually acceptable settlement of these issues. Until such settlement is reached or, alternatively, the Commission issues an order regarding BLEW's complaint, Verizon should not be permitted to disconnect services to BLEW which is in the best interests of the customers of both companies.

VERIFICATION

I, Brian Gelfand, hereby verify that I am Vice President for Buffalo – Lake Erie Wireless Systems Co., LLC (“BLEW”) and that I am authorized to make this verification on behalf of BLEW, that the facts set forth in the attached are true and correct to the best of my knowledge, information and belief, and that BLEW expects to be able to prove the same at a hearing held in this matter. This verification is made subject to the penalties relating to unsworn falsification to authorities as prescribed by 18 Pa. C.S. § 4904.



Brian Gelfand
Vice President
Buffalo – Lake Erie Wireless Systems Co. LLC

Date: 2/15/10

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EXHIBIT B

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SWITCHED FACILITIES FOR INTRASTATE ACCESS

4.6 Rates and Charges

4.6.2 Switched Transport

	Per Month				
	Termination Monthly	USOC	Facility Per Mile	USOC	
(B) <u>Direct-Trunk Transport</u>					
<u>Voiceband</u>	\$16.00	TRL	\$2.50	IYTES	(C)
<u>DS1</u>	75.00	TRL	25.00	IYTCS	(C)
<u>DS3</u>	900.00	TRL	180.00	1YTDS, 1YTOS	(C) (C)

(C) <u>Tandem Switched Transport</u>	Per Minute of Use
<u>Tandem Switching</u>	\$.000983
<u>Tandem Transport Termination, per termination</u>	.000195
<u>Tandem Transport Facility, per airline mile</u>	.000045

(D) <u>Dedicated Trunk Port Charge</u>	USOC	Per Month
<u>End Office Trunk Port</u>		
Voiceband, rate per channel	PT8HX	\$12.00
Digital, rate per channel	PT8JX	12.00
<u>Tandem Trunk Port</u>		
Voiceband, per channel	PT8KX	12.00
Digital, per channel	PT8LX	12.00

(E) <u>Multiplexing</u>	Service Installation Charge	Per Month	USOC	
<u>Entrance Facility</u>				
DS1 to Voiceband	\$435.00	\$118.00	MKW1X	
DS3 to DS1	555.00	500.00	MKW3X, MJW3X	(C) (C)
<u>Direct Trunked Transport</u>				
DS1 to Voiceband	435.00	118.00	MKW1X	(C)
DS3 to DS1	555.00	500.00	MKW3X, MJW3X	(C) (C)

(C) Indicates Change

EXHIBIT C

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rate and Charges (Cont'd)

6.9.2 Switched Transport

(A) Entrance Facilities		Nonrecurring		
<u>Voice Grade</u>	<u>Monthly Rate</u>	<u>Initial</u>	<u>Additional</u>	
2-Wire (USOC - EFG2X)				(C)
Cell 1	\$21.92	\$795.00	\$270.00	
Cell 2	31.12	795.00	270.00	
Cell 3	38.22	795.00	270.00	
Cell 4	43.12	795.00	270.00	
4-Wire USOC - EFG4X)				(C)
Cell 1	35.00	795.00	270.00	
Cell 2	36.62	795.00	270.00	
Cell 3	49.12	795.00	270.00	
Cell 4	57.57	795.00	270.00	
DS1 USOC - EFGDX)				(C)
Cell 1	210.00	930.00	300.00	
Cell 2	225.00	930.00	300.00	
Cell 3	240.00	930.00	300.00	
Cell 4	270.00	930.00	300.00	
per Rearrangment	-	290.00	145.00	
DS3				
Electrical Interface (USOC - TYFAX, TYFBX)	3,130.00	1,800.00	1,800.00	(C)
Optical Interface (USOC - EF2CX, EF2TX)	2,980.00	1,800.00	1,800.00	(C)

(B) <u>Tandem Switched Transport</u>	<u>Per MOU</u>	
	<u>Fixed</u>	<u>Per Mile</u>
Tandem Switching	\$0.000983	-
Tandem Transport	0.000195	\$0.000045

	<u>Monthly Rate</u>
Dedicated Tandem Trunk Port, Per Trunk	\$12.00
Host/Remote-Fixed, Per MOU	0.000195
Host/Remote-Per Mile, Per MOU	0.000045

(C) <u>Direct-Trunk Transport</u>	<u>Per Month</u>		
	<u>Fixed</u>	<u>Per Mile</u>	
Voice Grade (USOC - 1YTES)	\$16.00	\$2.50	(C)
DS1 (USOC - 1YTCS)	75.00	25.00	(C)
DS3 (USOC - 1YTDS, 1YTOS)			(C)
Optical or Electrical	900.00	180.00	

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of Buffalo – Lake Erie Wireless Systems’
Petition for Interim Emergency Order upon the persons listed below in the manner indicated in
accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email and First Class Mail

Office of Consumer Advocate
Forum Place, 5th Floor
555 Walnut St.
Harrisburg, PA 17101

Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17101

Office of Trial Staff
400 North Street, 2nd Fl West
Harrisburg, PA 17105

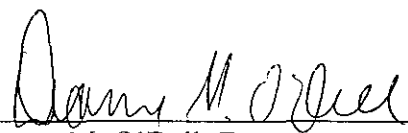
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Honorable Veronica Smith
Chief, Administrative Law Judge
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