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2. BUREAU: OSA	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 03/20/07
8. DOCKET NO: A-310651 F7014	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: BUFFALO VALLEY TELEPHONE COMPANY

RESPONDENT/APPLICANT: SERVICE ELECTRIC TELEPHONE LLC

COMP/APP COUNTY: UTILITY CODE: 310651

ALLEGATION OR SUBJECT

JOINT PETITION OF BUFFALO VALLEY TELEPHONE COMPANY AND SERVICE ELECTRIC TELEPHONE COMPANY, LLC FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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FOLDER

DOCKETED
MAR 23 2007



THOMAS, THOMAS,
ARMSTRONG & NIESEN

Attorneys and Counsellors at Law

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Direct Dial: 717.255.7609
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ORIGINAL

March 20, 2007

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SECRETARY'S BUREAU

VIA HAND DELIVERY

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

In re: Joint Petition for Approval of an Interconnection Agreement Between Buffalo Valley Telephone Company, Conestoga Telephone and Telegraph Company, and Denver and Ephrata Telephone and Telegraph Company and Service Electric Telephone Company, LLC
Docket No. A- 310651 F7014

Dear Secretary McNulty:

Enclosed for filing on behalf of Buffalo Valley Telephone Company, Conestoga Telephone and Telegraph Company, Denver and Ephrata Telephone and Telegraph Company, and Service Electric Telephone Company, LLC, are an original and three (3) copies of their Joint Petition in the above-referenced matter. Service Electric Telephone Company concurs in the filing of this Petition. An electronic copy of the final version of the Agreement on disk is also attached. Copies of the Joint Petition have been served in accordance with the attached Certificate of Service.

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

Sincerely,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

Michael L. Swindler

Enclosures

(with Disk to PUC Only)

- c: Certificate of Service
- Leonard J. Beurer
- Gary Zingaretti

070315 McNulty filing Joint Petition.wpd

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Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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Joint Petition for Approval of an :
Interconnection Agreement Between :
Buffalo Valley Telephone Company, :
Conestoga Telephone and Telegraph :
Company, and Denver and Ephrata :
Telephone and Telegraph Company :
and Service Electric Telephone :
Company, LLC Under the :
Telecommunications Act of 1996 :

Docket No. A- 310651 F7014

ORIGINAL

JOINT PETITION

NOW COME, Buffalo Valley Telephone Company, Conestoga Telephone and Telegraph Company, and Denver and Ephrata Telephone and Telegraph Company (collectively "D&E") and Service Electric Telephone Company, LLC ("Service Electric") (collectively referred to as "Parties") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval the attached Agreement for the Mutual Exchange and Termination of Traffic between Service Electric and D&E ("Agreement") under the Telecommunications Act of 1996 ("TA-96") and the Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. The Agreement facilitates Service Electric's provision of competitive local exchange service to customers in Pennsylvania. D&E and Service Electric therefore respectfully request that the Commission approve the Agreement. In support of this request, D&E and Service Electric state as follows:

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DOCKETED
MAR 23 2007

I. THE PARTIES

1. Denver and Ephrata Telephone and Telegraph Company, Buffalo Valley Telephone Company, and Conestoga Telephone and Telegraph Company are each incumbent local exchange carriers authorized to provide local exchange telecommunications services in Pennsylvania.

2. Service Electric is a telecommunications company that has been granted authority by the Pennsylvania Public Utility Commission to provide competitive local exchange service in portions of Pennsylvania, including portions of the service territory of D&E.

II. THE AGREEMENT

3. D&E and Service Electric have entered into this Agreement pursuant to Section 252 of TA-96.

4. The Agreement sets forth the terms, conditions and compensation between the Parties for the establishment of connecting facilities and for transport and termination of traffic, which is subject to this Agreement, delivered by one party to the other party. The Agreement is an integrated package that reflects a balancing of interests critical to the Parties.

III. COMPLIANCE WITH TA-96

5. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of TA-96, which provides as follows:

(2) **GROUND FOR REJECTION.**--The State commission may only reject--

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

6. The Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i). Other carriers are not bound by the Agreement and remain free to negotiate independently with D&E and Service Electric pursuant to Section 252 of TA-96.

7. The Agreement is consistent with the public interest, convenience and necessity, as required by Section 252(e)(2)(A)(ii). The Agreement permits D&E and Service Electric to interconnect their networks and provide reciprocal transport and termination, benefiting the Parties' end user customers and facilitating Service Electric's provision of competitive local exchange service.

IV. APPROVAL OF THE AGREEMENT

8. Under Section 252(e)(4) of the Act, the Commission has ninety (90) days to approve or reject the Agreement. The Parties request that the Commission approve the Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, D&E and Service Electric respectfully request that the Commission approve the attached Agreement pursuant to the Telecommunications Act of 1996.

Respectfully submitted,

BUFFALO VALLEY TELEPHONE COMPANY,
CONESTOGA TELEPHONE AND TELEGRAPH
COMPANY, AND DENVER AND EPHRATA
TELEPHONE AND TELEGRAPH COMPANY

By Michael L. Swindler

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Attorneys for
Buffalo Valley Telephone Company,
Conestoga Telephone and Telegraph
Company, and Denver and Ephrata
Telephone and Telegraph Company

Dated: March 20, 2007

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PA PUBLIC UTILITY COMMISSION
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Agreement

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SECRETARY'S BUREAU

AGREEMENT

For the

MUTUAL EXCHANGE AND TERMINATION OF TRAFFIC

Effective as of February 14, 2007

Between

D&E

and

SERVICE ELECTRIC Telephone Company, LLC

A-310651 F7014

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AGREEMENT
for the
MUTUAL EXCHANGE AND TERMINATION OF TRAFFIC

This AGREEMENT FOR THE MUTUAL EXCHANGE AND TERMINATION OF TRAFFIC ("Agreement") by and between the D&E Communications, Inc. companies; Denver and Ephrata Telephone Company, Conestoga Telephone Company, and Buffalo Valley Telephone Company, hereafter D&E Communications, Inc., ("D&E") a Pennsylvania corporation with the main office at 124 East Main Street, Ephrata, Pennsylvania, and SERVICE ELECTRIC Telephone Company, LLC ("SERVICE ELECTRIC"), with offices at 4242 Mauch Chunk Road, Coplay, Pennsylvania. This Agreement may refer to either D&E or SERVICE ELECTRIC as a "Party" or to both D&E and SERVICE ELECTRIC as the "Parties."

RECITALS

WHEREAS, D&E and SERVICE ELECTRIC are authorized to provide telecommunications services in the Commonwealth of Pennsylvania; and

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

WHEREAS, the Parties recognize that their respective end users may have mutual calling interests; and

WHEREAS, Local Calling Area Service Traffic calling may be provided within or between separate and mutually exclusive geographic areas; and

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

WHEREAS, D&E's service and network responsibilities cannot and do not extend beyond D&E's service areas as certificated by the Pennsylvania Public Utility Commission; and

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

WHEREAS, the Parties desire to enter this Agreement to establish the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of traffic, which is subject to this Agreement, delivered by one Party to the other Party.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D&E and SERVICE ELECTRIC hereby agree as follows:

1.0 DEFINITIONS

If 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.

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

1.3 "Commission" means the Pennsylvania Public Utility Commission.

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

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services.

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

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

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

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain Local Exchange Carrier service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain Local Exchange Carrier service in another specific Local Service Exchange Area on the basis of terms, conditions and charges found in the incumbent local exchange carriers tariffs that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain Local Exchange Carrier service in specific communities without incurring specific telephone message toll charges.

1.10 "Extended Area Service Traffic" or "EAS Traffic" means traffic that falls within the definition of EAS that is exchanged between the Parties. EAS Traffic as used herein specifically excludes Enhanced Service Provider and ISP traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

1.11 "Effective Date" of this Agreement is February 14, 2007.

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

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

1.14 "ISP Traffic" is traffic originated by an end user of one Party and delivered to an ISP customer of the other Party. ISP Traffic is neither Local Calling Area Service Traffic nor EAS Traffic. This Agreement does not include traffic to or from third parties that may service ISPs.

1.15 "LIDB" or Line Information Data Base refers to databases that provide, among other things, calling card validation functionality for telephone line number cards issued by D&E and other entities and validation data for collect and third number-billed calls (e.g., billed number screening).

1.16 "Local Exchange Calls" are calls between two end users located within the same Local Service Exchange Area. Local Exchange Calls do not include Enhanced Service Provider and ISP traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

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

1.18 "Local Calling Area Service" is an arrangement whereby End Users that obtain Local Exchange Carrier service in a specific Local Service Exchange Area are provided the ability (1) to place Local Exchange Calls to End Users that obtain Local Exchange Carrier service in the same Local Service Exchange Area and (2) to place Extended Area Service Calls to End Users that obtain local exchange service in another specific Local Service Exchange Area as defined in this Agreement. Local Calling Area Service is separate and distinct from interexchange toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. Local Calling Area Service excludes Enhanced Service Provider and ISP traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

1.19 "Local Calling Area Service Traffic" means traffic that falls within the definition of Local Calling Area Service.

1.20 "Local Service Exchange Area" is a specific geographic service area that defines an exchange. The Local Service Exchange Areas define mutually exclusive geographic areas between which the Parties exchange Extended Area Service Traffic pursuant to this Agreement. The geographic areas that constitute Local Service Exchange Areas, for purposes of defining Local Exchange Calls and Extended Area Service Traffic, are the mutually exclusive geographic areas of the local exchanges operated by the incumbent LECs on February 8, 1996.

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

1.22 "OBF" means Ordering and Billing Forum, which functions under the auspices of the Alliance for Telecommunications Industry Solutions.

1.23 "Percent Local Usage" is a calculation which represents, for traffic that either party delivers to the other Party over the interconnection facilities and trunks that are the subject of this Agreement, the ratio calculated as follows: (1) the sum of (a) Local Calling Area Service Traffic

minutes of use and (b) ISP Traffic minutes of use divided by (2) the sum of (a) Local Calling Area Service Traffic minutes of use, (b) Switched Access Traffic minutes of use, and (c) ISP Traffic minutes of use.

1.24 "Point of Interconnection" or "POI" means the mutually agreed upon point of interconnection, within the incumbent service area of D&E and on D&E's network, where the Parties connect their networks for the exchange of traffic as set forth in Exhibit A.

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

1.26 "Switched Access" is the offering of exchange access for the purpose of the origination or termination of interexchange toll services.

1.27 "Switched Access Traffic" means traffic that falls within the definition of Switched Access and as Switched Access may be defined elsewhere in this Agreement.

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

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

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

1.31 "Transport" is, with respect to traffic pursuant to this Agreement, the transmission from the POI to the terminating Party's switch that serves the called party.

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 the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of D&E or SERVICE ELECTRIC), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, or rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby

incorporates by reference those provisions of any Tariff that governs any terms specified in this Agreement for the exchange of traffic that is the subject of this Agreement. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement shall prevail.

In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Amended Rules.

2.3 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act or under controlling regulatory requirements. Notwithstanding anything contained in this Agreement, but without limiting any other right either Party may have under this Agreement, either Party may cease providing a service, facility, or interconnection arrangement that is not required by the Act or under controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required under the Act or under controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.

3.0 TRAFFIC EXCHANGE

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the network of SERVICE ELECTRIC and the network of D&E for the purposes of delivering certain traffic over the interconnection facilities and trunks established pursuant to this Agreement. The traffic that is within the scope of this Agreement specifically includes:

3.1.1.1 Local Calling Area Service Traffic between the End Users of D&E and the End Users of SERVICE ELECTRIC delivered over the interconnection facilities and trunks established pursuant to this Agreement as set forth in Exhibit A;

3.1.1.2 ISP Traffic pursuant to all of the terms and conditions of Section 3.4 between End Users of D&E and End Users of SERVICE ELECTRIC delivered over the interconnection facilities and trunks established pursuant to this Agreement as set forth in Exhibit A or Exhibit B; and

3.1.1.3 Switched Access Traffic between the End Users of D&E and the End Users of SERVICE ELECTRIC delivered over the facilities established by this Agreement shall be compensated by the party with the retail relationship with the calling party to the terminating party as set forth in 3.8.2.

3.1.1.4 Switched Access Transit Traffic from the End Users of SERVICE ELECTRIC delivered over D&E facilities and terminated to another Carrier shall be compensated by SERVICE ELECTRIC as set forth in 3.3.

3.2 SERVICE ARRANGEMENTS

3.2.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain Local Calling Area Service Traffic delivered by one Party to the other Party at the POI. This Agreement only applies to the delivery of Local Calling Area Service Traffic between an End User of one Party and an End User of the other Party. This Agreement also governs the terms and conditions under which the Parties agree to deliver and terminate Switched Access Traffic and Information Service Provider Traffic.

3.2.2 It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.2.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale or bridging of EAS beyond the specified Local Service Exchange Areas between which EAS calling is provided. Either Party must provide 30 days notice to the other Party regarding the assignment of NPA-NXX numbers associated with one Rate Center to End Users that are physically located in a different Rate Center. Nothing in this agreement will dictate to either Party how calls are to be handled for billing to that Party's end users.

3.2.4 Both Parties warrant and represent that they will: (a) subject to 3.2.3 above, assign telephone numbers in a manner consistent with this Agreement to End Users that obtain Local Exchange Carrier service in the Rate Center associated with the telephone number; (b) provision their Local Exchange Carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center names for determination of local calling that are identical to those used by the incumbent local exchange carriers and found in Exhibit A; (d) assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within an NXX Code assigned to that Rate Center; and (e) provide Calling Party Number on all traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

3.2.5 If a Party violates (the "Violating Party") any of the terms, warranties or representations provided for in this Section 3. (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party shall, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or

discovery. It will constitute a default of this Agreement for repeated Violations.

3.2.6 The compensation terms and conditions of this Agreement that are applicable to Local Calling Area Service Traffic and ISP Traffic are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in this Agreement as Local Calling Area Service Traffic or ISP Traffic. Local Calling Area Service Traffic and ISP Traffic do not include traffic originated, terminated, or carried on third party networks not party to this Agreement or any traffic originated from or terminated by users of Commercial Mobile Radio Services licensees. The Parties also specifically exclude verification traffic and 911 traffic from the scope of this Agreement. All IntraLATA, and InterLATA switched access traffic shall be compensated in accordance with Section 3.8.2.

3.2.7 The Parties agree that there will be a single POI for the exchange of usage between the companies, called the Meet Point POI, at the existing meet point boundary Conestoga Telephone Company uses to interconnect with Service Electric on Mountain Road at the Berks/Lehigh line. The parties are financially responsible to connect their networks to this POI. In accordance with 3.5.3 below, each Party is individually responsible for the provision and maintenance of facilities within its network to the POI which are necessary for routing, transporting, measuring, and billing traffic originated from the other Party's network and for delivering such traffic to the other Party's network. If it is necessary to increase the current capacity at the POI, each Party will increase its facilities connecting their network to the POI. SERVICE ELECTRIC is responsible for any charges that may be assessed by any third party for use of a third Party's network. In the event SERVICE ELECTRIC originates local calls through D&E for termination to Frontier Pennsylvania exchanges, SERVICE ELECTRIC is responsible for transit charges assessed by D&E in accordance with 3.3 below.

3.3 INTERMEDIARY TRAFFIC FUNCTIONS

3.3.1 Neither Party shall provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment, between and among all of the affected parties, of mutually agreeable terms and conditions governing the provision of the intermediary function and arrangement. Should said intermediary function be established, use of either Party's facilities will be compensated at either the per minute transit rate or per dedicated circuit rate found in this Agreement, depending on the volume of traffic.

3.3.2 Notwithstanding 3.3.1 above, D&E agrees to provide an intermediary function for calls between SERVICE ELECTRIC'S customers and customers of Frontier Communications of Pennsylvania ("Frontier"). SERVICE ELECTRIC shall compensate D&E for intermediary transit and transport function at the rates shown in Exhibit B to this agreement. These rates shall be applied as follows:

3.3.2.1 For Local Exchange Calls delivered through the Meet Point POI, Service Electric shall pay transit charges set forth in Exhibit B for Local Exchange Calls delivered from its customers to customers of Frontier, Buffalo Valley Telephone Company, and Denver and Ephrata Telephone Company.

3.3.2.2 For Local Exchange Calls delivered through the Meet Point POI, Service Electric shall pay transit charges set forth in Exhibit B for Local Exchange Calls delivered from Frontier's customers to customers of Service Electric.

3.3.2.2 For Local Exchange Calls delivered through the Meet Point POI,

Service Electric shall not be liable for transit charges set forth in Exhibit B for Local Exchange Calls delivered from Service Electric's customers to customers of Conestoga Telephone Company.

3.3.2.2 For Local Exchange Calls delivered through the Meet Point POI, Service Electric shall not be liable for transit charges set forth in Exhibit B for Local Exchange Calls delivered from D&E customers to customers of Service Electric.

3.4 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.4.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy and pending regulatory review. The Parties further recognize that the long-term resolution of issues related to ISP Traffic may affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.4 subject to amendment upon written agreement of the Parties.

3.4.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic is Local Calling Area Service Traffic. ISP Traffic that is treated as Local Calling Area Service Traffic is also confined to calls between specific Local Service Exchange Areas as set forth in Exhibit A. The Parties will treat ISP Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic: the Parties will utilize the interconnection facilities to exchange the ISP traffic. The switching and transport of ISP traffic over the interconnection facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination.

3.4.3 The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Subsection 3.4, including the compensation provisions set forth in Section 3.4.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Subsection 3.4.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

3.4.4 Notwithstanding any other provision of this Agreement that would otherwise apply to Local Calling Area Service Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) the only ISP Traffic to be exchanged pursuant to this Agreement is ISP Traffic directed to ISPs served by SERVICE ELECTRIC or D&E; and (2) Neither Party is responsible for paying the other Party compensation for ISP traffic.

3.5 TRUNK GROUPS

3.5.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver traffic that is within the scope of this Agreement to the other Party. Separate trunking will be established by SERVICE ELECTRIC to segregate calls originating from or

terminating to SERVICE ELECTRIC's affiliate Ironton Telephone Company. The Parties agree to establish the Point(s) of Connection and each Party will make available to the other Party, at the POI(s), trunks over which either Party may deliver traffic that is within the scope of this Agreement to the other Party's network.

3.5.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of traffic that is within the scope of this Agreement. The Parties agree to connect trunks at a minimum DS1 level. Where traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may mutually decide to provision one-way or two-way trunking arrangements.

3.5.3 Except as provided in Subsection 3.4 above, each Party is individually responsible for the provision and maintenance of facilities within its network to the POI which are necessary for routing, transporting, measuring, and billing traffic originated from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.6 SIGNALING

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

3.7 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.7.1 911/E911

At SERVICE ELECTRIC's option, it may interconnect to the D&E tandem office within the LATA in which SERVICE ELECTRIC provides service, for the provision of 911/E911 services. In such situations, D&E will provide SERVICE ELECTRIC with the appropriate CLLI codes and specifications of the Tandem Office serving area. To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the Parties shall cooperate to establish such arrangements.

3.8 COMPENSATION

3.8.1 Except as provided in Subsections 3.2.5 and all of Subsection 3.4, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to the mutual exchange of traffic pursuant to this Agreement, are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and that neither Party has any obligation to provide any monetary compensation to the other Party for the

other Party's origination or termination of Local Calling Area Service Traffic within the scope of this Agreement. The specific compensation terms and conditions for Local Calling Area Service Traffic set forth in this Agreement are related to, dependent on, and limited to the provision of Local Exchange Carrier service to end users located in the specific geographic areas that are the subject of this Agreement, the exchange of Local Calling Area Service Traffic between the Parties with respect to these geographic areas, and all of the other interrelated terms and conditions set forth in this Agreement.

3.8.2 In addition to the provisions set forth in Subsections 3.2.5 and 3.4, the Parties agree that the terms of each Party's respective Switched Access Tariffs will apply for the termination of the other Party's Switched Access Traffic. Accordingly, for all traffic that is not Local Calling Area Service Traffic or ISP Traffic, the Parties agree to compensate one another based on the rates and elements included in each Party's Switched Access Tariffs.

3.8.3. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls, which that Party rates as "local" in its Customer Tariffs.

3.8.4. SERVICE ELECTRIC and D&E will reciprocally provide Percent Local Usage ("PLU") factors to each other. The initial PLU's will be 100%, however calls that are Switched Access are not to be included in the use of the 100% PLU factor but are to be billed in accord with 3.8.2. The Parties will then update the factors on a quarterly basis to identify the proper percent of Local Calling Area Service Traffic, plus ISP Traffic carried on the Interconnection Trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized until such time as a new PLU is furnished. PLU changes will be utilized on a going-forward basis and will be implemented at the start of the calendar quarter immediately following the calendar quarter in which the updated PLU is received.

3.8.5. Each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, the Terminating Party (or Originating Party) shall provide notice of such. The Originating Party shall have 30 days to correct any issue that can be corrected and is not due to limitations in the technology or software or beyond the Originating Party's control. If the Originating Party does not correct the CPN issue within 30 days and it is not determined to be due to limitations in the technology or software or beyond the Originating Party's control the Terminating Party will bill all calls without CPN as intraLATA toll traffic until the issue is resolved. All calls transmitted without CPN that are mutually agreed to be long distance will be billed as intraLATA toll traffic. Neither Party may alter or change the calling number ("from number") within a calling record to defraud the other party from receiving their correct compensation based on their tariffs.

3.9 LOCAL NUMBER PORTABILITY

3.9.1 D&E agrees that it is subject to a requirement to provide Local Number Portability ("LNP") to SERVICE ELECTRIC's facilities-based CLEC end users located within the D&E service territories consistent with the provisions of Section 251(b)(2) of the Telecommunications Act of 1996.

3.9.2 For purposes of this Agreement, the Parties agree to port numbers for Customers of the other Party.

The Parties shall provide LNP in accordance with rules and regulations as from time to time prescribed by the FCC. For purposes of this Section 3.9, "Customer" includes the end user customers of any telecommunications service provider for which a Party provides the end office switching (albeit on a wholesale basis to the customers' telecommunications service provider) in the LATA serving that customer. If either Party provides End Office Switching services on a wholesale basis, that Party shall provide notice to the other Party of the identity of the wholesale customer. Nothing in this subsection shall authorize a Party to port a number of a third party to the other Party where the Originating Party does not provide the end office switching (albeit on a wholesale basis) to the originating Customer.

The Parties further agree that they will send a local service request to the other Party, requesting to port a number, only as set forth herein where the requesting Party is providing exchange service or exchange access service to that Customer pursuant to a valid certificate of authority issued by the Commission, and where the requesting Party represents that the Commission has full regulatory authority over the requesting Party's telephone exchange service or exchange access service provided to the Customer for which the port has been requested. The Parties agree to pay the non recurring service order charge.

3.9.3 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the Federal Communications Commission ("FCC"). In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. For example, a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the services that will be provided directly or indirectly by Party B. After authorization from the Customer in accordance with applicable law has been received and Party B sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

When a Customer of Party A ports its telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

When a Customer of Party A ports its telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed. Party A will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the Business Day preceding the scheduled port date. The ten (10) digit unconditional trigger and switch translations associated with the End User customer's telephone number will not be removed, nor will the Party A disconnect the customer's billing and account information, until 11:59 p.m. (local time) of the next Business Day after the due date. Any changes in due date when a ten-digit trigger has been applied will require notification by Party B to Party A via a supplemented LSR and Party A will not remove translations. It will be the responsibility of Party B to notify the NPAC of the revised due date.

3.9.4 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating the End User's telephone number records in the 911/Automatic Location Information (ALI) database. The current service provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

3.9.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

3.9.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

3.9.7 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

3.9.8 Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

3.10 DIRECTORIES AND DIRECTORY LISTINGS

D&E shall provide non-discriminatory access to its directory listings to allow SERVICE ELECTRIC end users to be included in directories contracted by D&E.

3.10.1 Directory listings are available to SERVICE ELECTRIC to list its end user customers in the alphabetic section of D&E directories.

3.10.2 Primary listings will be provided to SERVICE ELECTRIC's end users as set forth herein. No minimum number of listings per order is required. For each residence telephone number at the time service is established, a minimum of one (1) listing in the white page directory shall be provided. For each business telephone number listed, except numbers of Centrex or Centrex-like services or indialing service station lines, one (1) listing shall be provided in the white page directory and one (1) listing in the yellow page (classified) directory of the type provided to D&E business customers for which no specific charge applies.

3.10.3 SERVICE ELECTRIC will be solely responsible for the accuracy and content of directory listings it provides and will insure that listings conform to D&E's specifications with respect to its directories. If D&E publishes such listings as submitted by SERVICE ELECTRIC, SERVICE ELECTRIC hereby indemnifies D&E and its affiliates, representatives and agents (and the directory publisher if different) from any and all damages (including attorneys' fees) arising out of any claim for any reason relating to directory listings it provides to D&E.

3.10.4 D&E reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customers is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge applies. Each listing must be designated Residential, Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. D&E, upon notification to SERVICE ELECTRIC, will withdraw any listing which is found to be in violation of its rules. Further, D&E may refuse listings which do not comply with its applicable local tariffs. D&E, upon notification to SERVICE ELECTRIC, will withdraw any listing which is found to be in violation of its rules with respect to that section.

3.10.5 SERVICE ELECTRIC will provide D&E with daily listing information on its end users in the format required by D&E. The information shall include the end user's name, address, telephone number, the delivery address and number of directories to be delivered and in the case of a business listing, the primary business heading in which the business customer desires to be placed and any other information necessary for the publication and delivery of directories. SERVICE ELECTRIC will also provide D&E with daily listing information showing end users that have disconnected or terminated service with SERVICE ELECTRIC.

3.10.6 In order for listings to appear in any D&E directory, SERVICE ELECTRIC must furnish the listing by established due dates in order to meet the directory publishing schedule as established by D&E. Each listing must be designated Residential, Government or Business to be placed in the appropriate section of the directory.

3.10.7 D&E will distribute to SERVICE ELECTRIC's end users copies of their primary white page and yellow page directories at the same time and on the same basis as provided to D&E's end users.

3.10.8 SERVICE ELECTRIC will adhere to all practices, standards, and ethical requirements of D&E with regard to directory listings, and will reasonably warrant to D&E that they have the right to place such listings on behalf of their end users, and that any business or person to be listed is authorized and has the right (1) to provide the product or service offered, and (2) to use any personal or corporate name, trade name or language used in the listing.

3.10.9 D&E will give SERVICE ELECTRIC's end user's directory listings information the same level of confidentiality that D&E gives its own directory listing information.

3.10.10 D&E will ensure that access to SERVICE ELECTRIC's end user's customer proprietary directory information will be used solely for the purpose of providing directory services; except that D&E may use or license its data base, to the extent permitted by law or regulation, for direct marketing so long as SERVICE ELECTRIC's end users are not separately identified as such. D&E will ensure that SERVICE ELECTRIC's end user's customer proprietary confidential information will not be used by D&E to separately target SERVICE ELECTRIC end users for the sale of telecommunications services unless those end users are identified through other means.

3.10.11 D&E agrees to provide directories and directory listing services available to SERVICE ELECTRIC through separate contracts.

3.10.12 The rates for listings are found in Exhibit B.

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

5.0 NO CANCELLATION CHARGES

No cancellation charges shall apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

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

6.2 In Section 3.3, SERVICE ELECTRIC, in consideration of the changes in routing of calls between SERVICE ELECTRIC and Frontier through D&E transit service as described on

behalf of itself and its present, and future affiliates, and each of their respective employees, officers, directors, attorneys, representatives, agents, predecessors, successors and assigns, shall be deemed to have absolutely, unconditionally, completely, irrevocably, and without reservation remised, released, acquitted and forever discharged D&E, and its present, and future affiliates, and each of their respective present, and future employees, officers, directors, attorneys, representatives, agents, predecessors, successors and assigns, and all other persons, natural or corporate, in privity with D&E, from any and all manner of present or future claims, demands, rights, liabilities, damages, potential actions, causes of actions, suits, agreements, judgments, decrees, and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, foreseen or unforeseen, which have arisen or might subsequently arise, now existing or that might accrue hereinafter, asserted or unasserted, by Frontier arising under or in connection with D&E's transiting of usage originated from Frontier, transiting D&E and terminating to SERVICE ELECTRIC or originating from SERVICE ELECTRIC, transiting D&E and terminating to Frontier.

SERVICE ELECTRIC shall indemnify, defend and hold harmless D&E, D&E's affiliates, and the directors, officers, employees and agents of the foregoing (each such person, an "Indemnitee") from and against any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claim") that may be brought by Frontier against D&E as a result of D&E acting as a transit service provider to SERVICE ELECTRIC for the origination of SERVICE ELECTRIC usage or usage terminating to SERVICE ELECTRIC.

6.3 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

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

7.0 LIMITATION OF LIABILITY

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

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

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

8.0 TERM AND TERMINATION

This Agreement shall be effective on the date on which this Agreement is approved by the Commission and shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided in accordance with 11.9, at least sixty (60) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. In the event that the Commission were to reject this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually

acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

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

10.0 SEVERABILITY

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

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

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

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

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

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party or the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or

occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, *without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control.* In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to *perform with dispatch once the cause(s) are removed or cease.*

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

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

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

11.5 CHOICE OF LAW

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

11.6 TAXES

It is the mutual understanding of the Parties to this Agreement that this agreement covers only the mutual exchange of traffic between the Parties respective networks and for any other items

specifically listed in this agreement. It is the mutual understanding of the Parties that there should be no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the Parties shall work cooperatively to determine and bill the appropriate taxes, such that the Party liable for the taxes collects all taxes due and payable to the taxing authority from the other Party.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, except for charges that arise pursuant to Subsections 3.2.5 and 3.4 or as may be set forth in Exhibit B, the Parties agree that no usage charges shall apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.2.5, Subsection 3.4, and Exhibit A or Exhibit B, the following terms and conditions set forth in this Section 11.7 shall apply.

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

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner 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.

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

11.7.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives 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.

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

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 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.

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

11.8 DISPUTE RESOLUTION

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

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail:

To: D&E

D&E Telephone Company
Attn: Regulatory Affairs
124 East Main Street
P.O. Box 458
Ephrata, PA 17522

With a copy sent to:

Thomas, Thomas, Armstrong and Niesen
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

To: SERVICE ELECTRIC

Service Electric Telephone Company, LLC
Attn: Timothy Hausman
4242 Mauch Chunk Road
Coplay, PA 18037

With a copy sent to:

ICORE, Inc.
Attn: Gary Zingaretti
326 South Second Street
Emmaus, PA 18049

11.10 JOINT WORK PRODUCT

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

11.11 NO LICENSE

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

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

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

11.12 SURVIVAL

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

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

11.14 NON-WAIVER

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

11.15 ENTIRE AGREEMENT

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

11.15.2. The terms of this Agreement including, but not limited to, the compensation terms set forth in this Agreement and other mutual consideration, the sufficiency of which between the Parties is acknowledged, are directly related to and dependent on the specific *scope of traffic, the relative magnitude of the traffic, the geographic areas of operation of D&E and SERVICE ELECTRIC*, and all of the other limiting conditions and particulars set forth in this Agreement.

11.16 COUNTERPART

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be
executed as of this 23rd day of FEBRUARY, 2007.

D&E Communications, Inc.

SERVICE ELECTRIC Telephone Company,
LLC

By Albert H. Kramer

By William D. George II

Printed Albert H. Kramer

Printed WILLIAM D. GEORGE II

Title SVP, Operations

Title PRESIDENT

Date: 2/22/07

Date: 2/23/07

EXHIBIT A

Conestoga Telephone POI (Point of Interconnection) is at Meet Point POI per 3.2.7:
Non-optional Local Calling (EAS) Rate Centers that extend outside of the D&E Telephone exchange territory are:

Conestoga Rate Center TO > Rate Center Outside of Conestoga Telephone

Birdsboro	Pottstown, PA Reading, PA
Boyertown, PA	Pottstown, PA Reading, PA
Bally, PA	Allentown, PA Pennsburg, PA Pottstown, PA
Douglassville, PA	Reading, PA Pottstown, PA
Green Hills, PA	Terre Hill, PA Honey Brook, PA Pughtown, PA Glenmoore, PA Reading, PA
Oley, PA	Fleetwood, PA Reading, PA
Morgantown, PA	Pughtown, PA Honey Brook, PA Reading, PA Downingtown, PA Terre Hill, PA
Sassamansville, PA	Pennsburg, PA Pottstown, PA Schwenksville, PA Green Lane, PA
Topton, PA	Allentown, PA Kutztown, PA Fleetwood, PA Reading, PA
Yellow House, PA	Pottstown, PA Reading, PA

EXHIBIT A (continued)

Buffalo Valley Telephone POI (Point of Interconnection) is at Meet Point POI per 3.2.7:
Non-optional Local Calling (EAS) Rate Centers that extend outside of the Buffalo Valley Telephone exchange territory are:

Buffalo Valley Rate Center > TO > Rate Center Outside of Buffalo Valley Territory

Lewisburg and Mifflinburg

Milton

D&E Telephone Company POI (Point of Interconnection) is at Meet Point POI per 3.2.7:
Non-optional Local Calling (EAS) Rate Centers that extend outside of the D&E Telephone exchange territory are:

D&E Telephone Rate Center TO > Rate Center Outside of D&E Territory

Adamstown

Reading
Terre Hill

Akron

Leola
New Holland
Terre Hill
Lancaster

Denver

Terre Hill

Ephrata

Leola,
New Holland
Terre Hill
Lancaster

Lititz

Landisville
Leola
Lancaster

Manheim

Landisville
Mount Joy
Lancaster

EXHIBIT B

RATES AND CHARGES

TRANSPORT AND TERMINATION

Subject Traffic Rate per Local terminated MOU

The Subject Traffic rate is reciprocal for Subject Traffic exchanged between D&E and Service Electric, and applies for all Subject Traffic MOUs exchanged at any POI whether over the connecting facilities pursuant to this Agreement or over the third party arrangement with other LECs, and regardless of whether the POI is at an access tandem, an end office or at a Meet Point.

TRANSIT RATE FOR TRANSIT SERVICES

Transit Rate per MOU	\$0.0020
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The application of the transit rate charged by D&E to Service Electric is described in Section 3.3.2 of this Agreement.

NONRECURRING CHARGES

Repair Order-no trouble found (Note 1)	\$ 70.00 per trouble ticket
Directory Listings-white pages	\$ 6.00 per listing

Books and delivery (annual home area directories only) – No charge for normal numbers of books delivered to end users; bulk deliveries to CLEC are per separate agreement.

Note 1. The Parties recognize that excessive cases of "No Trouble Found" may result in inefficient use of the resources of each company. Should any month have more than 3 cases of "No Trouble Found", the Parties agree to work cooperatively to identify the steps taken to evaluate the Trouble Report and any changes which may have caused or resolved the trouble as reported.

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Petition for Approval of an :
Interconnection Agreement Between :
Buffalo Valley Telephone Company, :
Conestoga Telephone and Telegraph :
Company, Denver and Ephrata :
Telephone and Telegraph Company and :
Service Electric Telephone Company, :
LLC :

Docket No. A- 310651 F7014

CERTIFICATE OF SERVICE

I hereby certify that I have this 20th of March, 2007, served a true and correct copy of the foregoing Joint Petition for Approval of an Interconnection Agreement Between Buffalo Valley Telephone Company, Conestoga Telephone and Telegraph Company, and Denver and Ephrata Telephone and Telegraph Company and Service Electric Telephone Company, LLC, upon the persons listed below by first class mail, postage prepaid:

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

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



Michael L. Swindler
PA Attorney ID No. 43319


SECRETARY'S BUREAU
2007 MAR 20 PM 3:35
REGISTERED

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: March 23, 2007

SUBJECT: A-310651 F7014

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary 

Joint Petition of Buffalo Valley Telephone Company and Service Electric Telephone Company, LLC for Approval of an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of an Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on April 7, 2007. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Buffalo Valley Telephone Company and Service Electric Telephone Company, LLC for Approval of an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

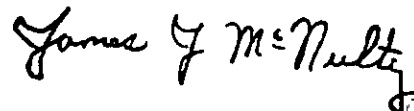
Docket Number: A-310651F7014

Buffalo Valley Telephone Company and Service Electric Telephone Company, LLC, by its counsel, filed on March 20, 2007, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Buffalo Valley Telephone Company and Service Electric Telephone Company, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION



James J. McNulty
Secretary

RECEIVED
LEGISLATIVE REFERENCE
BUREAU

07 MAR 23 PM 1:34

PA. CODE & BULLETIN