

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: ALJ
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310489 F7004
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 11/26/03
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: ALLTEL PENNSYLVANIA, INC.

RESPONDENT/APPLICANT: CELLCO PARTNERSHIP

COMP/APP COUNTY:

UTILITY CODE: 310489

ALLEGATION OR SUBJECT

PETITION OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR ARBITRATION OF CERTAIN UNRESOLVED ISSUES RELATING TO INTERCONNECTION AGREEMENT WITH ALLTEL, PENNSYLVANIA, INC.

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- 1. REPORT DATE: 00/00/00
- 2. BUREAU: OSA
- 3. SECTION(S):
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 9/8/05 - JOINT PETITION FOR APPROVAL OF A COMMERCIAL MOBILE RADIO SERVICES INTERCONNECTION AGREEMENT BETWEEN ALLTEL PENNSYLVANIA, INC., AND VERIZON WIRELESS UNDER SECTIONS 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

DOCUMENT FOLDER

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SEP 15 2005

Law Offices

November 25, 2003

One Logan Square
18TH and Cherry Streets
Philadelphia, PA
19103-6996

Via Federal Express, overnight delivery

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
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Harrisburg, PA 17120

215-988-2700
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A PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NEW YORK
WASHINGTON
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RE: A-310489 F7004

DOCUMENT

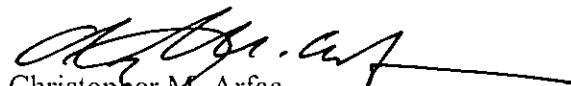
Dear Secretary McNulty:

On August 4, 2002, Cellco Partnership d/b/a Verizon Wireless notified the Commission that it has requested negotiation of a successor interconnection agreement for the Commonwealth of Pennsylvania with ALLTEL Communications, Inc. and its affiliates. Verizon Wireless is a CMRS carrier, not a CLEC. The purpose of this letter is to inform the Commission of the status of negotiations

The parties have exchanged drafts of a successor interconnection agreement and have negotiated pursuant to Sections 252(a) of the Act. However, the parties have been unable to agree to terms and rates for all of the provisions necessary to address the interconnection and reciprocal compensation arrangements between the parties. Therefore, Verizon Wireless anticipates that it will be necessary to petition for arbitration and intends to do so in the near future.

Kindly file this notice at the referenced docket. If you have any questions regarding this filing, please do not hesitate to call me at the above number.

Very truly yours,


Christopher M. Arfaa

CMA

cc: D. Mark Thomas, Esq.
Mandy Jenkins, ALLTEL Communications, Inc.

Established
1849

RJD

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CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below in accordance with the requirements of 52 Pa. Code § 1.54

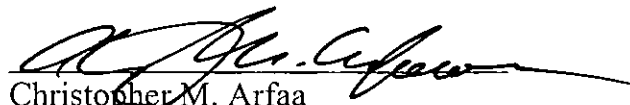
Via Federal Express, overnight delivery

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Mandy Jenkins
Staff Manager – Wholesale Services
ALLTEL Communications, Inc.
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NOV 25 2003

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SECRETARY'S BUREAU



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DATED: November 25, 2003

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WILMINGTON

November 26, 2003

Via Hand Delivery

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
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2nd Floor, Room-N201
400 North Street
Harrisburg, PA 17120

DOCUMENT
FOLDER

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2003 NOV 26 PM 3:15
PA PUC
SECRETARY'S BUREAU

RE: **Docket No. A-310489**

Dear Secretary McNulty:

I enclose for filing at the referenced docket the original and three copies of the Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996.

I have also enclosed an additional copy of the document. Kindly mark it as filed today and return it to me in the enclosed stamped, self-addressed envelope.

Thank you for your assistance. If you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,


Christopher M. Arfaa

CMA

Enclosures

cc: D. Mark Thomas, Esq. (w/enc., by hand delivery)
Charles F. Hoffman, Esq. (w/enc., by hand delivery)
Irwin A. Popowski, Esq. (w/enc., by hand delivery)
Carol Pennington, Esq. (w/enc., by hand delivery)
Ms. Mandy Jenkins (w/enc., by Federal Express)

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1849

DOCUMENT
FOLDER
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

SECRETARY'S BUREAU

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Petition of:)
)
Cellco Partnership d/b/a Verizon Wireless)
For Arbitration Pursuant to Section 252 of the)
Telecommunications Act of 1996)

Docket No. A-31048
F-7004

**PETITION FOR ARBITRATION
OF CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

Pursuant to Section 252 of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. § 151 *et seq.*) ("the Act"), Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its affiliates (together, "Verizon Wireless"), hereby petitions the Pennsylvania Public Utility Commission ("Commission") to arbitrate certain unresolved issues relating to an interconnection agreement between Verizon Wireless and ALLTEL Pennsylvania, Inc. ("ALLTEL").

PARTIES

1. Verizon Wireless is a Commercial Mobile Radio Service ("CMRS") provider with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921. Verizon Wireless is licensed to provide CMRS within the Commonwealth of Pennsylvania. All correspondence, notices, inquiries, and orders regarding this Petition should be directed to Verizon Wireless's counsel:

DOCKETED
DEC 04 2003

Elaine D. Critides
Verizon Wireless
1300 I Street, NW- Suite 400W
Washington, DC 20005

Voice: 202-589-3756
Fax: 202-589-3750
Email: elaine.critides@verizonwireless.com

with a copy to:

Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103

Voice: 215-988-2715
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Email: christopher.arfaa@dbr.com

2. ALLTEL is a local exchange carrier providing service in the Commonwealth of Pennsylvania. All correspondence, notices, inquiries and orders regarding this Petition should be directed to ALLTEL's counsel:

D. Mark Thomas
Thomas, Thomas & Niesen
212 Locust Street
Harrisburg, PA 17108

Voice: (717) 255-7600
Fax: (717) 236-8278
Email: dmthomas@ttanlaw.com

BACKGROUND

3. On January 14, 2003, Verizon Wireless gave notice of its intent to negotiate an interconnection agreement with ALLTEL for Pennsylvania. The parties' then-existing interconnection agreement was scheduled to terminate on March 16, 2003. Verizon Wireless proposed amended terms on February 28, 2003 that would have prevented the agreement from terminating on March 16 before a successor agreement could be negotiated, but on March 14, 2003, ALLTEL rejected Verizon Wireless's February 28, 2003 proposal. ALLTEL instead suggested the parties exchange letters stating that the agreement would continue to be effective while the parties negotiated a successor agreement. This exchange never occurred. ALLTEL made a subsequent offer during negotiations on March 20, 2003 to amend the prior agreement to continue on a month-to-month basis while proceedings then underway continued regarding ALLTEL's dispute with Verizon Communications over the IntraLATA Toll Origination Plan ("ITORP"). Although ALLTEL offered to propose amendment language, ALLTEL never did so.

4. Despite the termination of the Agreement, the parties continued to exchange correspondence. Verizon Wireless provided ALLTEL a proposal in response to ALLTEL's negotiation documents on April 4, 2003. ALLTEL requested further negotiations on May 19, 2003 but did not provide a response to Verizon Wireless's April 4, 2003 proposal.

5. Because of a number of issues related to Verizon Wireless's initial request remained unresolved, Verizon Wireless made a second, formal request to negotiate a successor interconnection agreement on June 23, 2003.¹ On August 15, 2003, ALLTEL notified Verizon Communications that its prior agreement with Verizon Wireless was effectively terminated. ALLTEL directed Verizon Communications to pay ALLTEL for Verizon Wireless traffic terminated indirectly to ALLTEL through Verizon Communications' tandem transit service under the ITORP plan retroactively to March 17, 2003. On September 8, 2003, pursuant to the FCC's Rules, Verizon Wireless offered to compensate ALLTEL on an interim basis pursuant to the terms of the prior interconnection agreement until the parties could negotiate or arbitrate a successor interconnection agreement.² Verizon Wireless offered to make these payments subject to a true-up after a final rate is established pursuant to this proceeding. Verizon Wireless paid ALLTEL pursuant to its interim symmetrical reciprocal compensation offer on November 5, 2003, and will continue to make payments on a monthly basis until this

¹ A copy of this request was filed with the Commission on August 4, 2003, and docketed at docket number A-310489. ALLTEL and Verizon Wireless have another pending dispute before the Commission over the application of the prior interconnection agreement (now terminated) to traffic, which is indirectly exchanged through the tandem switch and transport facilities (transit service) of Verizon Communications, an ILEC in the relevant exchanges. However, the issues in this proceeding only relate to the negotiations of a successor interconnection agreement between the parties.

² See 47 C.F.R. § 51.715(a), (d).

proceeding is resolved. To date, ALLTEL has not accepted Verizon Wireless's interim compensation offer.³

6. Since that time, the parties have exchanged drafts of a successor interconnection agreement and negotiated pursuant to Sections 252(a) of the Act. The parties held negotiations telephonically on October 17, November 18, 20, and 21. However, the parties have been unable to agree to terms and rates for all of the provisions necessary to address the interconnection and reciprocal compensation arrangements between the parties.⁴ Therefore, in accordance with Section 252(b)(2) of the Act, Verizon Wireless submits the instant petition requesting resolution of the disputed terms.

JURISDICTION

7. Verizon Wireless requested negotiations with ALLTEL on June 23, 2003.⁵ In accordance Section 252 of the Act and the Commission's implementation orders,⁶ a petition for arbitration must be filed between the 135th and 160th day after such a request, inclusive, and in this case from November 5, 2003 through November 30, 2003, respectively. Accordingly, this Petition is timely filed.

³ Verizon Wireless's calculates its interim payment to ALLTEL by netting an amount for reciprocal compensation for traffic terminated by Verizon Wireless. ALLTEL has not conceded that reciprocal compensation is due for traffic in the land to mobile direction pursuant to the interim arrangement.

⁴ Verizon Wireless filed a letter reporting the status of negotiations on November 25, 2003, at docket no. A-310489.

⁵ The interconnection request was transmitted to ALLTEL via electronic mail message and overnight delivery on June 23, 2003.

⁶ See *Implementation of the Telecommunications Act of 1996*, Docket No. M-00960799 (Order entered June 3, 1996; Order on reconsideration entered September 9, 1996).

AGREEMENT

8. A copy of the current version of the Interconnection and Reciprocal Compensation Agreement being negotiated by the Parties (the “Agreement”) is attached hereto as Exhibit 1. The underlined text, in redline form, represents language that has not been agreed to by both Parties.

ISSUES TO BE ARBITRATED

OVERVIEW

9. There is no threshold dispute that the Parties are each subject to the Act.

Thus, the parties agree that:

- a) CMRS providers such as Verizon Wireless are “telecommunications carriers” within the meaning of Section 251(a) of the Act;
- b) ALLTEL is a “telecommunications carrier” within the meaning of Section 251(a) of the Act; and
- c) ALLTEL is an incumbent local exchange carrier within the meaning of Section 251(h) of the Act.

10. There is considerable disagreement, however, over the scope of the Parties’ respective rights and obligations pursuant to the Act.

11. Section 251(a) of the Act requires all telecommunications carriers to interconnect, directly *or indirectly*, with the facilities and equipment of other telecommunications carriers. 47 U.S.C. § 251(a). Section 251(b)(5) of the Act imposes a duty on all local exchange companies to establish reciprocal compensation arrangements

for the transport and termination of telecommunications. 47 U.S.C. § 252(b)(5). Even prior to the passage of the 1996 Act, the FCC's rules required that "a local exchange carrier shall pay reasonable compensation to a commercial mobile radio service provider in connection with terminating traffic that originates on facilities of the local exchange carrier."⁷ Despite these clear directives, the Parties have reached an impasse on whether reciprocal compensation should apply to the exchange of traffic. Specifically, ALLTEL denies any responsibility to pay the costs associated with transport and tandem switching charges for traffic that originates on ALLTEL's network and terminates on the network of Verizon Wireless where the parties are interconnected indirectly.⁸

12. Section 51.701(e) of the FCC's rules defines the reciprocal compensation required by Section 251(b) of the Act as an arrangement "in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier." 47 C.F.R. § 51.701(e). Moreover, the FCC has prohibited the imposition of access charges on intraMTA traffic exchanged between a CMRS carrier and a LEC: "We reiterate that traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination

⁷ See 47 C.F.R. § 20.11(b)(1).

⁸ Indirect interconnection refers to the situation where a telecommunications carrier utilizes the tandem switching and transport facilities of another local exchange carrier for the completion of traffic to the terminating carrier.

rates under section 251(b)(5), rather than interstate or intrastate access charges.”⁹ The FCC has made clear that access charges are only appropriate where LECs and CMRS providers route traffic through the facilities of an interexchange carrier,¹⁰ as opposed to a transiting LEC.

13. ALLTEL appears willing to provide dialing parity for Verizon Wireless’s NPA-NXX codes that are locally rated for the purposes of ALLTEL’s own locally rated numbers and numbers which are afforded EAS treatment. However, it is unclear whether ALLTEL agrees that it is compelled to provide such dialing parity pursuant to its LEC obligations under Section 251(b)(3) of the Act. The parties’ disagreement may affect the pricing that applies to indirect traffic, and the pricing for indirect traffic therefore unquestionably remains open.

14. Below are the issues that Verizon Wireless requests the Commission to arbitrate. The discussion of each unresolved issue includes references to specific contract sections relating to the dispute, where applicable.

INTERCONNECTION OBLIGATIONS

Issue 1: Are Rural LECs subject to the negotiation and arbitration process set forth in Section 252(b) for disputes under Sections 251(b)(5) for traffic indirectly exchanged between with CMRS providers?

⁹ *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd 15499 (1996) (“Local Competition Order”) at ¶ 1043.

¹⁰ *Id.*

ALLTEL's Position: No. Arbitration and pricing requirements of Section 252 do not apply to indirect interconnection unless specifically covered by an interconnection agreement.

Verizon Wireless's Position: Yes. The arbitration process of Section 252(b) applies to any disputes arising under Section 251(a)-(c).

15. Section 251(b)(5) requires all LECs to negotiate reciprocal compensation arrangements, and the FCC's rules make no exception for traffic exchanged on an indirect basis.¹¹ Section 252(b) by its terms does not exempt disputes arising under Section 251(b) from the arbitration remedy provided in the Act. In addition, Section 252(b) makes no distinction between disputes arising over direct interconnection and indirect interconnection. Section 252(b) only provides that "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues." 47 U.S.C. § 252(b). ALLTEL therefore has no argument whatsoever that it is not subject to Section 252(b) for this purpose.

16. It is unclear whether ALLTEL believes that its alleged rural status protects it from arbitration of remaining Section 251(b)(5) disputes. Such a position is clearly untenable in light of the fact that, as the Commission has noted, the suspension of

¹¹ See 47 C.F.R. § 51.703(a); Section 51.703(a) expressly states that a LEC "shall" enter into reciprocal compensation agreements with requesting carriers and does not distinguish between carriers connected directly and those connected indirectly.

ALLTEL's interconnection obligations as a rural ILEC has expired.¹² Furthermore, the Act clearly requires that all LECs negotiate reciprocal compensation arrangements for indirect traffic.¹³ While rural carriers may be exempt from the arbitration and pricing requirements of Sections 252(b) and 252(d) of the Act with respect to the direct interconnection requirements of Section 251(c)(2), until a state commission terminates the statutory exemption set forth in Sections 251(f)(1), the obligations set forth in Sections 251(a) and 251(b) are not subject to this exemption. Therefore, any objection by ALLTEL to the jurisdiction of this Commission to resolve this dispute under the process set forth in Section 252(b) is meritless, and ALLTEL is required to comply with the negotiation and arbitration process required by the Act for resolving disputes arising from reciprocal compensation negotiations.

Issue 2: Do the FCC's rules interpreting the scope of an ILEC's reciprocal compensation obligations under 251(b)(5) apply to IntraMTA traffic that is exchanged indirectly through a third-party LEC's tandem facilities?

¹² See Order, *In re Application of Full Service Computing Corp., d/b/a Full Service Network, to Offer, Render, Furnish or Supply Telecommunications Services as a Competitive Local Exchange Carrier*, Docket No. A-310204F0002, slip op. (Mar. 26, 2003) (noting expiration of ALLTEL's rural LEC suspension). The suspension of ALLTEL's obligations under Sections 251(b) and 251(c) pursuant to Section 251(f)(2) only applied to interconnection requests from non-facilities-based carriers and, in any event, expired by its terms on July 10, 2002. See *In re Petition of ALLTEL Pennsylvania, Inc., for Commission Action Pursuant to Section 251(f)(2) and 253(b) of the Telecommunications Act of 1996*, Docket No. P-00971177 (July 17, 2001). Furthermore, any claim by ALLTEL to rural LEC protection is belied undermined by the fact ALLTEL has already negotiated and entered into interconnection agreements pursuant to the Act. See, e.g., *Joint Petition of ALLTEL Communications Services Corporation and Aerial Operating Company, Inc. For Approval of an Interconnection Agreement under Section 252(e) of the Telecommunications Act of 1996*, Docket No. A-310663 (Aug. 12, 1999); *Opinion and Order, Joint Application for Approval of a Landline/CMRS Transport & Termination Agreement between ALLTEL Pennsylvania Inc., and 360 Communications under § 252(e) of the Telecommunications Act of 1996*, Docket No. A-310424F0002 (Feb. 26, 1998).

¹³ See 47 U.S.C. § 251(b)(5); 47C.F.R. § 51.703(a).

ALLTEL's Position: Unclear. While ALLTEL agrees that indirect traffic may be subject to an interconnection agreement, it is unclear to what extent it is required to pay for the costs of transport and termination in the land to mobile direction.

Verizon Wireless's Position: Yes. The FCC's reciprocal compensation rules apply to all traffic defined as "telecommunications traffic" by 51.701(b)(2) of the FCC's rules.

17. Indirect interconnection, as the term is used in the industry, refers to traffic that one carrier sends to another through the tandem switching and transport of a third party. CMRS providers routinely employ such interconnection when they exchange traffic with small independent telephone companies. The volume of traffic that small independent telephone companies and CMRS providers exchange often does not justify the expense of direct interconnection trunks. This arrangement is standard in the industry and is recognized in the Act and the FCC's rules.

18. ALLTEL argues that the FCC's reciprocal compensation rules do not require it to deliver and pay the associated costs of traffic it originates through the transport and tandem facilities of a transit service provider unless it makes specific arrangements with the transiting LEC for the delivery of such traffic. ALLTEL argues that Section 251(b)(5) of the Act does not require ALLTEL to pay for the costs of delivery of traffic through a transit provider because the CMRS provider chooses to interconnection indirectly in this manner.

19. Neither Section 251 nor the FCC's definition of "telecommunications traffic" subject to reciprocal compensation limits the application of a LEC's reciprocal

compensation obligations to traffic routed directly between the Parties.¹⁴ ALLTEL's attempt to interpolate such a distinction is not supported by the clear language of the Act.

20. The Act defines the duty of all telecommunications carriers "to interconnect directly *or indirectly* with the facilities and equipment of other telecommunications carriers."¹⁵ The FCC reiterated this view when implementing the Act's local competition provisions:

[W]e conclude that telecommunications carriers should be permitted to provide interconnection pursuant to section 251(a) either directly or indirectly, based upon their most efficient technical and economic choices.¹⁶

21. Section 251(a)(1) sets forth the obligation to interconnect indirectly, and it applies to all telecommunications carriers, including the ILECs subject to rural exemptions. The FCC issued a rule implementing the statutory requirement of Section 251(a)(1) and applied it to *all* telecommunications carriers.¹⁷ The FCC makes no distinction based on whether the traffic is originated by a CMRS carrier or a LEC.

¹⁴ See 47 C.F.R. §51.701(b)(2) ("Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter.").

¹⁵ 47 U.S.C. § 251(a)(1) (emphasis added).

¹⁶ See *Local Competition Order* at ¶ 997.

¹⁷ See 47 C.F.R. §51.100(a)(1).

Several state commissions including Oklahoma and Iowa have recognized that reciprocal compensation applies to indirect traffic.¹⁸

Issue 3(a): Does Section 251(b)(5) impose an obligation on the originating LEC to pay a CMRS provider for its traffic when it transits the network of a third party LEC and terminates on the network of a CMRS provider?

ALLTEL's Position: Section 251(b)(5) does not require the originating LEC to pay charges for indirect telecommunications traffic from its subscribers that terminates on another carrier's network.

Verizon Wireless's Position: Section 251(b)(5) obligates the originating carrier to bear the costs of transport and termination, for telecommunications traffic terminated on a CMRS providers network.

Issue 3(b): Pursuant to Section 251(b)(5), is a LEC required pay any transit charges on traffic it originates indirectly to a CMRS provider?

ALLTEL's Position: Section 251(b)(5) does not require originating LEC to pay transit charges for indirect telecommunications traffic from its subscribers that terminates on another carrier's network.

Verizon Wireless's Position: The FCC's rules obligate the originating carrier to pay transit charges due third-party carriers for telecommunications traffic terminated on a CMRS providers network.

A. Establishment of Reciprocal Compensation Rates in Accordance with Section 251(b)(5).

22. Pursuant to the FCC's rules, originating carriers must pay terminating carriers for the costs of transport and termination. The FCC's rules define what

¹⁸ See Corporation Commission of the State of Oklahoma, *In the Matter of the Application of Southwestern Bell Wireless L.L.C. et al. for Arbitration Under the Telecommunications Act of 1996*, Cause Nos. PUD 200200149, PUD 200200150, PUD 200200151, and PUD 200200153, Final Order, Order No. 468958 (Oct. 22, 2002); Iowa Utilities Board, *In Re: Exchange of Transit Traffic*, Docket Nos. SPU-00-7, TF-00-275, (DRU-00-2), Order Denying Application for Rehearing (May 3, 2002).

telecommunications traffic is subject to Section 251(b)(5) and which carrier is required to pay the costs associated with terminating a call. Section 51.701(b)(2) of the FCC's rules defines "telecommunications traffic" for the purposes of the reciprocal compensation requirement as "Telecommunications traffic exchanged between a LEC and CMRS provider, that at the beginning of the call originates and terminates within the same Major Trading Area as defined in 24.202(a) of this chapter."¹⁹ The obligation to pay reciprocal compensation is set forth in Section 51.703 of the FCC's rules, which obligates every "LEC" to enter into reciprocal compensation arrangements with a requesting carrier and prohibits the LEC from, "assessing charges on any other telecommunication carrier for telecommunications traffic that originates on the LEC's network."²⁰ Here again, there is no exemption for indirect traffic. Therefore, ALLTEL's obligation to pay reciprocal compensation for intraMTA traffic originated on its network is not permissive; ALLTEL is clearly required to pay the costs associated with transport and termination of traffic originated on its network.

B. Obligation to Pay Originating Transit Charges Pursuant to 47 C.F.R. § 703(b).

23. ALLTEL argues that it is not "obligated" under Section 251(b)(5), as interpreted by the FCC's rules, to pay transit charges or other "transport charges" assessed by third parties

¹⁹ 47 C.F.R. § 51.701(b)(2).

²⁰ 47 C.F.R. § 51.703. *TSR Wireless v. U S WEST, Memorandum and Order*, 15 FCC Rcd 11166, 11176-77 (2000) ("TSR"). In *TSR*, the FCC affirmed that its rules prevent LECs from imposing, "charges for facilities used to deliver LEC-originated traffic".

for the traffic it terminates on a Verizon Wireless's network. ALLTEL apparently believes that unless there are direct interconnection facilities in place between the carriers, ALLTEL is not obligated to pay for the costs of transport and termination when it originates traffic in the land to mobile direction where the parties are connected indirectly at the tandem of a third party carrier. Instead, ALLTEL maintains the Act only provides LECs with a right to terminate traffic on other carriers' networks, and that if it does not exercise that right, it is not obligated to pay the costs associated with transport, termination, or transiting a third party's tandem when it originates traffic indirectly.

24. At Section 2.1 of Attachment 2 of the Agreement, ALLTEL proposes language that would permit ALLTEL to charge Verizon Wireless to originate its traffic when it transits a third party. Additionally, there are numerous references in the Agreement to ALLTEL's "interconnected network" that appear to reduce the reciprocal compensation obligations of ALLTEL for traffic it originates to Verizon Wireless. (See Agreement Attachment 2, at §§ 1.5.1, 2.1.2.1, 2.1.2.2, Attachment 8, "Direct Interconnection Facilities".) However, this is inconsistent with the FCC's interpretation of its reciprocal compensation rules which require a LEC to bear the expense of delivery of the traffic it originates to a terminating CMRS provider.²¹

Issue 4: Does a third party transit provider "terminate" traffic within the meaning of Section 251(b)(5)?

ALLTEL's Position: Yes.

Verizon Wireless's Position: No. The FCC has ruled that a transiting carrier is not the "terminating carrier" for the purposes of payment of reciprocal compensation charges to the originating carrier, but the

²¹ See *TSR* at ¶1.

originating carrier still must pay the terminating carrier for transport and termination.

25. In its *Texcom* decision, the FCC held that where two carriers exchanged traffic indirectly via a third party -- in that case, the Verizon ILEC -- the transiting carrier was not the terminating carrier for the purposes of collecting termination charges under reciprocal compensation.²² The FCC further affirmed, however, that its reciprocal compensation rules *do* apply between the originating and terminating carrier.²³ In an earlier case, the FCC held that while its “reciprocal compensation rules do not provide for such compensation to a transiting carrier,” those “rules provide a mechanism for a terminating carrier, . . . to recover from originating carriers the cost of the facilities at issue (transport from the point of interconnection at the LEC tandem to the terminating carrier’s switch”).²⁴ And the FCC’s rules that specifically address CMRS carriers’ right to interconnection and reciprocal compensation arrangements define interconnection to include “[d]irect or indirect [inter]connection.”²⁵

26. State commissions that have been asked to review this question have similarly held that a local exchange carrier may not avoid its reciprocal compensation

²² See *Texcom, Inc., d/b/a Answer Indiana v. Bell Atlantic Corp., d/b/a Verizon Communications*, 17 FCC Rcd 6275, 6276-77 ¶ 4 (2002).

²³ *Id.*

²⁴ See also Memorandum Opinion and Order, *TSR Wireless v. U S WEST*, 15 FCC Rcd 11166, 11176-77 ¶ 19 & n.70 (2000) (recognizing that paging carriers receiving traffic in a three-party scenario retain the benefits of the reciprocal compensation rules, notwithstanding their obligation to pay the transit carrier for its transit service).

²⁵ 47 C.F.R. § 20.3.

obligations under the 1996 Act simply because traffic is exchanged indirectly. As the Oklahoma commission concluded, “each carrier must pay each other’s reciprocal compensation for all intra-MTA traffic whether the carriers are directly *or indirectly connected*, regardless of an intermediary carrier.”²⁶ ALLTEL cannot argue that the Act’s Section 251 reciprocal compensation obligations only apply to “direct interconnection” between the networks of the two carriers, because it is demonstrably false.

Issue 5: Where a third party provider provides indirect interconnection facilities, must the interconnection agreement that establishes the terms and conditions for the exchange of the traffic between the originating and terminating carriers include the terms and conditions on which the originating carrier will pay the third party transiting provider for transiting service?

ALLTEL’s Position: Adequate contractual terms and conditions must be included in the Interconnection Agreement.

Verizon Wireless: No. Reciprocal compensation sets up a system for two parties to establish arrangements and bill each other for traffic terminating on their respective networks.

27. The Act envisions that all carriers will interconnect “directly or indirectly,”²⁷ such that an end user of any carrier may call an end user of any other

²⁶ Interlocutory Order, Application of *Southwestern Bell Wireless L.L.C. for Arbitration Under the Telecommunications Act of 1996*, Order No. 466613, at 4 (Okla. P.U.C. Aug. 9, 2002) (emphasis added). See also *Mark Twain*, *supra* at * 42 (“[T]he Rural ILECs are nonetheless obligated under that Act to establish reciprocal compensation arrangements for local traffic through the medium of interconnection agreements . . . , [because] intraMTA traffic to and from a CMRS carrier is local traffic, *whether or not it is transported by one or more intervening carriers.*”) (emphasis added).

²⁷ 47 U.S.C. § 251(a)(1).

carrier. Because indirect interconnection is allowed, such calls will often transit the network of a third party. The third party may be any carrier with connections to the networks of the originating and terminating carriers.

28. Because the permutations of potential call routing are vast, the Act does not require interconnection agreements to include all carriers that may be involved in the routing of any particular call. Instead, the Act requires ILECs to negotiate agreements with each “requesting telecommunications carrier.”²⁸ The Act thus presumes that each ILEC will execute two-party agreements with other carrier pursuant to which traffic may be sent or received. Accordingly, when a CMRS provider sends a call to Verizon Communications, and Verizon Communications sends the call to a carrier such as ALLTEL for termination, compensation arrangements between the CMRS provider and Verizon Communications will be governed by one agreement, and the arrangements between the CMRS provider and the ALLTEL will be governed by another. Any other contractual scheme would be unmanageable.

29. ALLTEL seeks contractual language that would impose the obligations of ALLTEL’s third-party transit provider on Verizon Wireless. (Agreement, Attachment 2, §§ 2.1.5, 2.2, Attachment 3 §§1.1). Such interconnection and billing requirements are typically handled between the transiting provider and the originating carrier. (See Verizon Wireless – Verizon Pennsylvania Interconnection Agreement, § 6.2.) Verizon

Wireless's proposed language would enable both parties to utilize third-party billing records for traffic each party originates to the other party. Verizon Wireless's language, however, leaves the originating carrier free to negotiate billing arrangements directly with the third-party carrier. ALLTEL's attempt to force Verizon Wireless to take on the billing functions of the transit provider amount to an attempt to legitimize its claim that third-party transit providers must be part of the interconnection agreement.

Issue 6: Can CMRS traffic be combined with other traffic types over the same trunk group?

ALLTEL's Position: ALLTEL traffic to CMRS should be segregated on separate trunks.

Verizon Wireless' Position: There is no technological reason for requiring CMRS provider traffic to be delivered over segregated trunk groups. It is also economically inefficient to require separate and distinct trunk groups for CMRS traffic.

30. ALLTEL argues that indirect traffic it originates to Verizon Wireless should not be combined with traffic routed on the existing facilities it has in place between its network and the tandem of Verizon Communications. ALLTEL alleges that it cannot originate traffic over these facilities without incurring additional costs for transport and termination of traffic that are specific to these arrangements. Verizon Wireless has not yet received any rate information or clarification with respect to the extra facilities costs that would be involved. If ALLTEL alleges that it must construct

²⁸ 47 U.S.C. § 252(a)(1).

additional facilities, Verizon Wireless objects to the imposition of these costs on Verizon Wireless.

31. Under Section 51.703(b) of the FCC's reciprocal compensation rules, Verizon Wireless, as the terminating carrier, is not obligated to pay ALLTEL for costs it incurs for originating indirect traffic that is terminated on the network of Verizon Wireless.²⁹ In any event, Verizon Wireless doubts that there are any such costs because the use of multi-jurisdictional trunk groups is efficient and generally results in lower interconnection costs given the fact that facilities are already in place. Given that traffic is already flowing indirectly between the parties, Verizon Wireless does not believe additional facilities need to be constructed in the land to mobile direction.

Issue 7: Is an incumbent local exchange provider required to provide dialing parity to a CMRS provider's NPA NXXs that are locally rated where traffic is exchanged indirectly.

ALLTEL's Position: ALLTEL has conceptually agreed to dialing parity for locally rated numbers, but the parties have not agreed to language.

Verizon Wireless's Position: Yes. Where Verizon Wireless has local rated numbers to ALLTEL's subscribers local calling areas and extended local calling areas, CMRS originated calls should be afforded dialing parity and be treated as local calls.

32. Where Verizon Wireless has NPA-NXX codes that are associated with the local calling area of an ILEC, the ILEC should afford local treatment to its customer.

²⁹ See 47 C.F.R. § 703(b); *TSR at ¶1. See also Opinion and Order, In re Petition of Global NAPS South, Inc. for Arbitration Pursuant to 47 U.S.C. § 252(b) of Interconnection Rates, Terms and Conditions with Verizon Pennsylvania, Inc.*, Docket no. A-310771F7000 (Apr. 31, 2003).

This result will avoid consumer confusion which can occur where an ILEC's customer acquires Verizon Wireless's service with a locally rated number, but is forced to dial "1+" for landline originated calls to the wireless number. Often times wireless customers perceive the lack of dialing parity to be caused by the wireless carrier and will seek redress from the wireless carrier or state commission instead of its local exchange carrier.

33. The Commission should order dialing parity for calls to locally rated CMRS provider numbers which are indirectly routed through BellSouth's tandems, unless a LEC's customer has chosen an IXC to complete the call. A number of state commissions have ruled that ILECs cannot charge different end user rates for calls to numbers associated with the same rate center. For example, the California Public Utilities Commission rejected ILEC claims that they should be allowed to rate calls to a CLEC NPA/NXX assigned to a local rate center as toll (even when the NPA/NXX was assigned to foreign exchange service).³⁰ Similarly in the context of foreign exchange service, the New York Public Service Commission found that rating for calls to CLEC NPA/NXXs should be based on rate center assignment.³¹

³⁰ See *Order Instituting Rulemaking on the Commission's Own Motion Into Competition for Local Exchange Service; Order Instituting Investigation on the Commission's Own Motion Into Competition for Local Exchange Service*, Rulemaking No. 95-04-043/Investigation No. 95-04-044, Interim Opinion, Decision No. 99-09-029, 1999 Cal. PUC LEXIS 649 (September 2, 1999) at Section IV.B;

³¹ See *Case 00-C-0789 - Proceeding on Motion of the Commission Pursuant to Section 97(2) of the Public Service Law to Institute an Omnibus Proceeding to Investigate the Interconnection Arrangements Between Telephone Companies*, Order Establishing Requirements for the Exchange of Local Traffic (Issued December 22, 2000) at 4.

34. Accordingly, Verizon Wireless requests that the Commission adopt its proposed language to further the public interest. (See Attachment 2 § 2.1.6).

Issue 8: Should a LEC be required to share in cost of dedicated two-way interconnection facilities between its switch and the CMRS carriers switch.

ALLTEL's Position: No. A LEC is only required to share the costs of facilities that are located within its franchise territory.

Verizon Wireless's Position: Yes. Where the parties have agreed to construct or lease two-way interconnection facilities on a dedicated basis, both parties should share in their proportionate use of such facilities, regardless of whether such facilities extend beyond the LEC's rate center boundary or "interconnected network".

35. The FCC has interpreted the MTA rule as requiring that an originating LEC for the purposes of reciprocal compensation pay the terminating LEC for the costs of transporting and terminating its traffic where traffic is completed indirectly. According to the *TSR* case, ILECs must bear the cost of delivery of their traffic to CMRS carriers anywhere within the MTA.³² Where Verizon Wireless has agreed to construct direct trunking facilities to ALLTEL's end offices, ALLTEL's argument makes no sense. For example, if Verizon Wireless implements two-way trunks for between its switch and ALLTEL's end office or tandem office, it would expect that ALLTEL pay for the use of these facilities based upon the amount of traffic it originates. However, ALLTEL argues that even in the case of dedicated two-way trunks, it does not have an obligation to carry

³² See *TSR* at ¶ 31, "Section 51.703(b) when read in conjunction with Section 51.701(b)(2) requires LECs to deliver, without charge, traffic to CMRS providers anywhere within the MTA in which the call originated, with the exception of RBOCs, which are generally prohibited from delivery traffic across LATA boundaries."

its traffic beyond a point on its network. This interpretation violates the express language of the FCC's reciprocal compensation rule 51.703(b).³³

36. The Commission should rule that ALLTEL must share in its proportionate costs of the facilities it utilizes to deliver its traffic to Verizon Wireless.

COMPENSATION

Issue 9: What is the appropriate pricing methodology for establishing a reciprocal compensation rate for the exchange of indirect traffic?

ALLTEL's Position: CMRS carrier must compensate ALLTEL for transport between the third party tandem and ALLTEL's network in addition to the reciprocal compensation rate that would apply for direct interconnection.

Verizon Wireless's Position: Where a LEC uses a transit provider to originate traffic to a CMRS provider, the LEC is responsible for the costs of delivery and termination up to the network of the CMRS provider.

37. Federal law mandates that rates for local interconnection be based on forward-looking costs.³⁴ Verizon Wireless believes the rates proposed by ALLTEL include transport costs and other elements that are inconsistent with the cost-based requirements set forth in Section 252(d)(2) of the Act. As such, it must be rejected.

³³ See 47 C.F.R. § 51.703(b), "A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network."

³⁴ See 47 U.S.C. §§ 251(c), 252(d); *Developing a Unified Intercarrier Compensation Regime*, Notice of Proposed Rulemaking, 16 FCC Rcd 9610, ¶92 (rel. Apr. 27, 2001) ("*Intercarrier Compensation NPRM*"). ("Under both types [direct and indirect] of LEC-CMRS interconnection, the LEC receives forward-looking economic cost-(FLEC-) based reciprocal compensation for the LEC's additional costs of terminating CMRS-originated calls.").

38. To the extent that ALLTEL presents cost data and the Commission decides to move forward with a cost study, the burden is on ALLTEL to produce an appropriate cost study, not upon the CMRS providers. 47 C.F.R. § 51.505 provides:

Cost study requirements. An incumbent LEC must prove to the state commission that the rates for each element it offers do not exceed the forward-looking economic cost per unit of providing the element, using a cost study that complies with the methodology set forth in this section and §51.511 of this part.

39. Verizon Wireless requests that the Commission establish cost-based rates for transport and termination of traffic exchanged directly and indirectly between the parties to this arbitration in accordance with all relevant requirements of the ACT and the FCC's rules.

Issue 10: Can the Parties implement a traffic factor to use as a proxy for the mobile-to-land and land-to-mobile traffic balance if the CMRS provider does not measure traffic?

ALLTEL's Position: Unclear. ALLTEL may agree to the use of a traffic factor to estimate the amount of mobile to land traffic terminating on its network, but the actual ratio is still open.

Verizon Wireless's Position: Yes. There are circumstances under which the Parties may need to use factors.

40. In situations in which a CMRS carrier does not measure traffic it receives from an independent telephone company, or in cases in which the Parties agree that the CMRS carrier will not measure such traffic, interconnection agreements usually contain a so-called "traffic ratio" stipulating the proportion of total traffic originated by the wireless and wireline carrier. The FCC has long recognized the use of factors as a

manner to estimate the amount of traffic exchanged between a LEC and CMRS provider.³⁵

41. The traditional assumption has been that more wireless to wireline calls are originated than wireline to wireless calls, and the parties typically agree by contract to a ratio, usually somewhere between eighty percent/twenty percent and sixty percent/forty percent. In the recent past, however, more and more landline to mobile calls have been originated. Verizon Wireless believes that the current ratio is closer to fifty/fifty.

42. The parties have not agreed to the use of a traffic factor in this instance. Verizon Wireless believes that the approximate ratio for land to mobile traffic exchanged with ALLTEL in Pennsylvania is approximately 60/40. This factor should be included in the Agreement. (See Agreement, Attachment 4).

Issue 11: Where a CMRS provider's switch serves the geographically comparable area of LEC tandem, can it charge a termination rate equivalent to a tandem rate for traffic terminated in the Mobile to Land direction?

ALLTEL's Position: Only where the parties are interconnected at an ALLTEL tandem.

Verizon Wireless's position: The switch of Verizon Wireless serves a geographically equivalent area as an ILEC tandem.

43. Verizon Wireless's network serves a large geographic area based upon its FCC authorization to provide CMRS within ALLTEL's service areas in the Commonwealth of Pennsylvania. Regardless of whether Verizon Wireless is

³⁵ See *Local Competition Order* at ¶ 1044, "We conclude that the parties may calculate overall compensation

interconnected directly or indirectly with ALLTEL, the costs Verizon Wireless incurs for terminating traffic originated by ALLTEL are the same. Therefore, the rate for terminating traffic in the land-to-mobile direction should apply to all indirect and direct traffic. ALLTEL, however, has argued that pursuant to the FCC's reciprocal compensation rules, the rate should be equivalent to the cost of end office termination costs where interconnection is direct at the end office level, and tandem costs only where Verizon Wireless terminates traffic originated by an ALLTEL tandem switch.

44. FCC rule section 51.711(a)(3)³⁶ states that a carrier may charge a rate equivalent to a tandem rate where its end office serves a geographic area comparable to a LEC's tandem switch. The FCC has reaffirmed that there is no "functional equivalency" showing that is necessary for a CMRS to qualify for the tandem interconnection rate for local call termination.³⁷ In explaining the application of its rule to LEC-CMRS traffic, the FCC noted, "although there has been some confusion stemming from additional language in the text of the *Local Competition Order* regarding functional equivalency,³⁸ section 51.711(a)(3) requires only a geographic area test."³⁹ Therefore, a carrier demonstrating that its switch serves "a geographic area comparable to that served by the

amounts by extrapolating from traffic studies and samples."

³⁶ 47 C.F.R. § 51.711(a)(3).

³⁷ *Intercarrier Compensation NPRM* at para. 105.

³⁸ *Local Competition Order*, 11 FCC Rcd. 16042 at ¶ 1090.

³⁹ See *Letter to Charles Mc Kee of Sprint PCS from Thomas Sugrue, Chief of the Wireless Telecommunications Bureau*, FCC DA-01-1201 (May 9, 2001) at 3.

incumbent LEC's tandem switch" is entitled to the tandem interconnection rate to terminate local telecommunications traffic on its network.⁴⁰

Issue 12: Should the Parties establish a factor to delineate what percentage of traffic is interMTA and thereby subject to access rates? If so, what should the factor be? (Appendix A.II)

ALLTEL's Position: ALLTEL has not agreed to a precise interMTA factor, but have stated they could agree to a factor as part of an entire reciprocal compensation arrangement. However, Verizon Wireless does not know what ALLTEL would accept for a negotiated interMTA factor.

Verizon Wireless's Position: Yes. Verizon Wireless has negotiated interMTA factors with other similarly situated LECs in other states, and Verizon Wireless would expect a negotiated interMTA factor to be three percent (3%) or less.

45. Under FCC regulations, reciprocal compensation principles apply to "telecommunications traffic," which in the case of CMRS providers is defined as "traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area." 47 CFR § 51.701(b)(2). By definition, traffic that, at the beginning of the call, originates and terminates in different MTAs is not subject to reciprocal compensation principles. Instead, such traffic is subject to access charges.

46. With current technology, neither Verizon Wireless providers nor ALLTEL can measure interMTA and intraMTA traffic. For that reason, interconnection agreements between CMRS providers and ALLTEL have traditionally included an

⁴⁰ *Intercarrier Compensation NPRM* at ¶105.

“interMTA factor” delineating the percentage of total traffic exchanged between the Parties that, at the beginning of the call, originates in one MTA but terminates in another. Verizon Wireless has traditionally estimated the level of interMTA traffic based upon the configuration of its network, and the proximity of its switches to MTA boundaries. Accordingly, Verizon Wireless is willing to agree to a factor of three percent.

GENERAL TERMS AND CONDITIONS

Issue 13: After a requesting carrier sends a formal request for interconnection under Section 252(b) of the Act, what interim reciprocal compensation terms apply to the parties until an agreement has been negotiated/ and arbitrated by the Commission?

ALLTEL’s Position: Unclear.

Verizon Wireless’s Position: Section 51.715 of the FCC’s rules provides for interim reciprocal compensation rates, where a requesting carrier has requested negotiations of an interconnection agreement.

47. On June 23, 2003, Verizon Wireless sent a formal request to ALLTEL to renegotiate rates, terms and conditions for an interconnection agreement in PA to replace the previous agreement that expired on March 17, 2003. Despite conversations between ALLTEL’s and Verizon Wireless’s negotiators, no interim agreement or extension of the prior agreement was ever memorialized. On August 15, 2003, ALLTEL sent a letter to Verizon Communications seeking payment for the termination of Verizon Wireless originated traffic on the ALLTEL network through an intraLATA toll plan (ITORP). On September 9, 2003, Verizon Wireless informed ALLTEL that it had invoked its rights to

interim reciprocal compensation rates with pending resolution of the current interconnection negotiations.

48. Pursuant to Section 51.715(a) of the FCC's Rules, after a telecommunications carrier issues a formal request for negotiations, it can request interim rates, subject to true-up, from a LEC.⁴¹ As of the date of this filing, ALLTEL has not rejected or accepted this offer. Verizon Wireless had initially requested negotiations of a successor interconnection agreement in January of 2003 and relied on conversations between the parties that the rates, terms, and conditions of the prior agreement would remain in place until a new agreement was effective between the parties. Verizon Wireless sent a second request in June of 2003 to give the parties more time to negotiate an agreement. Once Verizon Wireless received notice of ALLTEL's intent to reinstate the application of the ITORP billing arrangement to Verizon Communications, Verizon Wireless notified ALLTEL of its rights to interim reciprocal compensation rates. Verizon Wireless offered to use the rates set forth in the prior agreement subject to true-up, once new rates are established.

49. Accordingly, Verizon Wireless requests that the Commission order that it is entitled to interim compensation pursuant to Section 51.715 of the FCC's rules.

Issue 14: Under what circumstances should either party be permitted to terminate the agreement or block traffic as a remedy in cases of default or breach?

⁴¹ See 47 C.F.R. §§ 51.715 (a), (d).

ALLTEL's Position: ALLTEL should be allowed to block traffic if the CMRS provider defaults.

Verizon Wireless' Position: Unless there is a material breach of the agreement, a party should not be able to block traffic or terminate service under the Agreement. Adequate contractual remedies including dispute resolution and legal remedies can protect the non-defaulting party. Blocking of traffic should not be a remedy because it undermines the ability of carriers to choose to interconnect indirectly under Section 251(a)(1) of the Act.

50. ALLTEL argues that any party should be able to terminate the Agreement for any reason, upon notice, where the other party fails to cure after a thirty-day notice provision. ALLTEL also claims the right to block traffic in case of a dispute with a CMRS provider over non-payment.

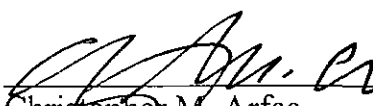
51. If ALLTEL prevails, then the either party could terminate, or worse, block the flow of traffic whenever a dispute arose. Dispute resolution procedures should provide adequate assurance to ALLTEL for payment of charges not subject to a valid dispute. Giving ALLTEL the right to terminate the contract or block traffic for any reason whatsoever would not be in the public interest, because this extreme remedy would penalize consumers by stopping the free flow of traffic over the telecommunications network. The dispute resolution provisions proposed by the CMRS providers are similar to those already approved by the Commission and should be adopted in this case.

REQUEST FOR RELIEF

WHEREFORE, Verizon Wireless respectfully requests that the Commission :

1. Arbitrate the unresolved issues between Verizon Wireless and ALLTEL identified in this Petition in accordance with Sections 251 and 252 of the Act;
2. Resolve the unresolved issues consistent with the positions of Verizon Wireless set forth herein;
3. Adopt Verizon Wireless's proposed contract language;
4. Order the Parties to incorporate the Commission's determinations as described above into the Agreement attached hereto and to file it for approval by the Commission pursuant to Section 252(e) of the Act; and
5. Grant such further relief as may be just and proper.

Respectfully submitted,


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Counsel for Cellco Partnership d/b/a
Verizon Wireless


DATED: November 26, 2003

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VERIFICATION

I, Dudley K. Upton, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: November 25, 2003



Dudley K. Upton
Director – Interconnection
Network Operations Support
Verizon Wireless

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EXHIBIT 1

COMMERCIAL MOBILE RADIO SERVICES

INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL PENNSYLVANIA, INC.

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

FOR

Pennsylvania

COMMERCIAL MOBILE RADIO SERVICES
INTERCONNECTION AGREEMENT

BETWEEN

ALLTEL PENNSYLVANIA, INC.

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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GENERAL TERMS AND CONDITIONS

This Interconnection Agreement ("Agreement") is entered into between Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, its affiliates and assigns on behalf of the FCC CMRS licensees and markets listed in Attachment 1-A (all collectively referred to as "CMRS Provider"), having an office at 180 Washington Valley Road, Bedminster, New Jersey, 07921 and ALLTEL Pennsylvania, Inc. ("ALLTEL"), a _____ corporation, having an office at One Allied Drive, Little Rock, Arkansas 72202, for and on behalf of the affiliated local exchange carriers identified in *Attachment 1-B: s*. Hereinafter, CMRS Provider and ALLTEL are referred to individually as "Party" and collectively as "the Parties."

WHEREAS, ALLTEL is a Local Exchange Carrier in the State(s) of _____;

WHEREAS, CMRS Provider is a licensed Commercial Mobile Radio Service provider in the State(s) of _____; and

WHEREAS, pursuant to the Communications Act of 1934, as amended ("the Act"), and other applicable laws, the Parties desire to enter into an agreement for the interconnection of their networks and payment of Reciprocal Compensation, where required by law, for the termination of Telecommunications Traffic;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 This Agreement sets forth the terms, conditions and rates under which ALLTEL agrees to provide interconnection to CMRS Provider. Further, this Agreement sets forth the terms, conditions and rates under which CMRS Provider will provide interconnection and other services to ALLTEL, where applicable. This Agreement also sets forth the terms and conditions for the interconnection of the Parties' networks and for the payment of Reciprocal Compensation, where required by law, for the transport and termination of Telecommunications Traffic between the Parties.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement and all accompanying Appendices, Addenda and Exhibits.

2.0 Effective Date

- 2.1 This Agreement will be effective only upon execution and delivery by both Parties. The "Effective Date" of this Agreement will be the date on which this Agreement is filed with the appropriate Commission, subject to approval by the Commission in accordance with Section 252 of the Act, or, where approval by a such Commission is not required, the date that the last Party executes the Agreement.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiation between the Parties, acting pursuant to the Act, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts or regulatory agencies of competent jurisdiction modify or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision(s) will be modified in accordance with such action of the legislative body, court or regulatory agency. In such event, either Party may send the other party written notice of its intent to modify the Agreement to conform to the change in law. the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications within sixty days of either Party's receipt of notice. If private negotiations fail, disputes between the Parties concerning the interpretation of the actions

required or provisions affected by such governmental actions may be resolved pursuant to Section 252 of the Act or any remedy available to the Parties under law.

4.0 Term of Agreement

- 4.1 The Parties agree to interconnect pursuant to the terms defined in this Agreement for a term of two (2) years from the Effective Date of this Agreement, and thereafter the Agreement shall renew on a month to month basis, unless and until terminated as provided herein.
- 4.2 Either Party may terminate or request renegotiations of this Agreement upon 60 days written notice to the other Party. However, no such termination or request for renegotiations of a successor interconnection agreement shall be effective prior to the date two (2) years from the Effective Date of this Agreement.
- 4.3 By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.4 A Party may terminate this Agreement without penalty or liability, other than for amounts owed as of the date of termination, by giving the other Party written notice of its desire to terminate not less than thirty (30) calendar days prior to the intended date of termination if:
 - (i) the other Party makes an assignment for the benefit of creditors;
 - (ii) the other Party makes an unauthorized assignment of this Agreement; or
 - (iii) the other Party fails to perform any of its obligations under this Agreement in any material respect, and such material failure continues without remedy for a period of thirty (30) calendar days after written notice is given by the non-defaulting Party to the defaulting Party.
- 4.5 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions and prices in this Agreement will continue as were in effect at the end of the latest term or renewal, so long as negotiations are continuing without impasse and only then until resolution pursuant to this Section. If the Parties are actually in arbitration or mediation before the appropriate state regulatory commission or the Federal Communications Commission ("FCC") prior to the expiration of this Agreement, this Agreement will continue in effect until a successor interconnection agreement is approved by the state regulatory commission or the FCC resolving the issues set forth in such arbitration or mediation request.
- 4.6 The Parties agree to resolve any disputed matter relating to this Agreement pursuant to Section 9.0: Dispute Resolution.
- 4.7 Upon either Party's written request, the Party providing service shall fully cooperate in effecting an orderly and efficient transition of any services to another vendor. During any such transition, the Party providing service warrants that the level and quality of the services will not be degraded and that it shall exercise its best, commercially reasonable efforts to effect an orderly and efficient transition. To the extent that such transition is not completed by the expiration date of this Agreement, the Party providing service shall continue to provide the service to be discontinued at then effective rates, until such time as written notice is given that the transition is complete.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement, except under such terms and conditions as are mutually acceptable to the other Party

and only with such Party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement to a corporate affiliate or management contract conducting business as a Local Exchange Carrier or Commercial Mobile Radio Service provider, as appropriate, by providing prior written notice to the other Party of such assignment or transfer. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

- 5.2 Each Party will notify the other Party in writing not less than sixty (60) calendar days in advance of anticipated assignment

6.0 Confidentiality and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user or network information given by one Party (the "Discloser") to the other Party (the "Recipient") which is disclosed by one Party to the other Party in connection with this Agreement during negotiations and the term of this Agreement ("Confidential Information"). Such Confidential Information will automatically be deemed proprietary to the Discloser and subject to this Section 6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked as Confidential Information at the time of disclosure shall also be treated as Confidential Information under Section 6.0 of this Agreement. The Recipient agrees: (i) to use such Confidential Information only for the purpose of performing under this Agreement; (ii) to hold it in confidence and disclose it to no one other than (a) its employees having a need to know for the purpose of performing under this Agreement, and (b) its agents, including, without limitation, attorneys who are under a legal obligation to maintain the confidentiality of disclosures; and (iii) to safeguard such Confidential Information from unauthorized use or disclosure, using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be agreed to in writing by the Discloser prior to such disclosure, and the agent or consultant must have executed a written agreement of nondisclosure and non-use comparable to the terms of this Section.
- 6.2 The Recipient may make copies of such Confidential Information only to the extent reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original document(s) and will bear the same copyright and proprietary rights notices as are contained on the original document(s).
- 6.3 The Recipient agrees to return all such Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) calendar days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify the other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose such Confidential Information to any mediator, arbitrator, state or federal regulatory body or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or in fact be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 6.6 Each Party's obligations to safeguard such Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark or copyright, nor is any such license implied solely by virtue of the disclosure of any such Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by an unauthorized disclosure by the Recipient or its representatives in breach of this Agreement, and the Parties agree that the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which time such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors which are caused by the negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

7.2 No Consequential Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIMS. NOTHING CONTAINED IN THIS SECTION WILL LIMIT A PARTY'S LIABILITY TO THE OTHER PARTY FOR: (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENT ACT OR OMISSION, OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES.

7.3 Obligation to Indemnify

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs or other expenses, including reasonable attorneys' fees ("Claims"), that are asserted, suffered or made by third parties arising from: (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including, but not limited to, claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors under worker's compensation laws or similar statutes.
- 7.3.2 Each Party agrees to release, defend, indemnify and hold harmless the other Party from any claims, demands or suits that assert any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes, but is not limited to, suits arising from disclosure of the telephone number, address or name associated with the telephone called or the telephone used in connection with any services herein.
- 7.3.3 Neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including, without limitation, patent, copyright and trade secret rights) or contract rights associated with either Party's right to interconnect. This Section 7.3.3 applies solely to this Agreement. Nothing in this Section will be deemed to supersede or replace other agreements, if any, between the Parties with respect to either Party's intellectual property or contract rights.
- 7.3.4 *When the lines or services of another company or carrier are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of such other company or carrier.*

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's rights or ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim, in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the intellectual property rights or other rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the intellectual property rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over defense of such Claim; provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against, any damages, costs, expenses or liabilities, including, without limitation, attorneys' fees, in excess of such refused

compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim, including court costs, and any settlement or damages awarded a third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

8.1 Either Party, at its discretion may require the other Party to provide a security deposit to ensure payment of the Party's account.

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to the Parties. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.

8.1.3 The fact that a security deposit has been provided in no way relieves the Party from complying with the regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of either Party providing for the discontinuance of service for non-payment of any sums due the Party.

8.1.4 Both Parties reserve the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

~~8.1.5 In the event that CMRS Provider is in breach of this Agreement, service to CMRS Provider may be terminated by ALLTEL; any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity. [Proposed change to language: In the event that CMRS Provider is in breach of this Agreement, ALLTEL will provide 30 days written notice to allow CMRS to cure the breach. If the breach is not cured at the end of 30 days, ALLTEL may terminate service to CMRS Provider; any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.]~~

~~[VERIZON WIRELESS WANTS THIS SECTION DELETED. ALLTEL DOES NOT AGREE]~~

8.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to the Party during the possession of the security deposit by the other Party. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to the other Party by the accrual date.

8.2 The Parties agree to pay all undisputed rates and charges due and owing under this Agreement ~~by the due date within thirty (30) forty five (45) calendar days within thirty (30) calendar days of receipt~~ of the invoice ("Due Date") date, in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems. If payment is not received by the payment due date, a late penalty in the form of interest, as set forth in subsection 8.3 below, shall apply.

[PARTIES DISAGREE. VERIZON WIRELESS BELIVES TERM "DUE DATE" SHOULD BE DEFINED]

- 8.3 If the undisputed amount billed is received by the billing Party after the payment due date, or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.4 The Parties agree that interest on overdue undisputed bills will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or 0.000325%, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 **Dispute Resolution**

9.1 **Notice of Disputes**

Notice of a valid disputewhether billing or contractual in nature, must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party

9.1.1 **Billing Disputes**

A Party must submit ~~reasonable and valid~~ billing disputes ("Billing Disputes") to the other Party ~~on the Billing Dispute Form contained in Appendix A~~ writing within thirty (30) calendar days from the by the due date Due Date on the disputed bill. The dispute form must be complete, with all applicable fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all required ~~required~~ applicable information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the paying Party's bill by the next bill date. If the billing Party determines the biling dipsute is not valid, the paying Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the paying Party must remit payment for the disputed charge, included late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Notice. [VZW PROPOSES THAT IF BILLING DISPUTE FORM CANNOT BE REJECTED BY ALLTEL FOR FAILURE TO POPULATE NON-RELEVANT INFORMATION ON FORM].

9.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

9.1.1.1.1 If the dispute is not resolved within sixty (60) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

9.1.1.1.2 If the dispute is not resolved within one hundred and twenty (120) calendar days of the receipt of the Dispute Notice, the dispute will be

escalated to the fourth level of management for each of the respective Parties for resolution.

9.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 9.1.1.1.

9.1.1.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 8.3 above. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, not later than the second billing cycle after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges, to be paid not later than the second billing cycle after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, [aren't all disputes billed by a party?] ~~"Bona Fide Dispute" means a dispute of a specific amount of money actually billed by a Party. The dispute must be clearly explained by the disputing Party and supported by written documentation from the disputing Party, which clearly shows the basis for its dispute of the charges. The Dispute Notice must be itemized to show the account number(s) against which the disputed amount applies. For disputes involving usage, the Billing Dispute must include, by way of example and not limitation, the billing date, invoice number, Billing Account Number ("BAN") and supporting detail usage records. For disputes involving circuits, the Billing Dispute must include, by way of example and not limitation, the billing date, invoice number, BAN, circuit identification number(s) and USOC(s), and a detailed description of the dispute. [ALLTEL WANTS TO KEEP THE FOLLOWING LANGUAGE - OPEN TO BE DISCUSSED]~~ A Bona Fide Dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1. [PARTIES DISAGREE]

9.1.1.4 ~~Once the Bona Fide Dispute~~ a dispute [ALLTEL WANTS TO KEEP - OPEN TO BE DISCUSSED] has been processed in accordance with this subsection 9.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party by the next billing due date ~~or the billing Party shall have the right to pursue normal treatment procedures [what is this?]~~. Any credits due to the disputing Party resulting from the ~~Bona Fide Dispute~~ billing dispute process will be applied to the Disputing Party's account by the billing Party immediately by the next billing cycle upon resolution of the dispute.

[VERIZON DISAGREES AND OBJECTS TO USE OF "BONA FIDE REQUEST" TO EXTENT LANGUAGE IS INTENDED TO RELATE TO PRESERVE RIGHTS TO DISPUTED AMOUNTS UNDER PREVIOUS CONTRACT]

9.1.1.5 All Other Disputes

Neither Party shall bill the other party for charges incurred more than nine (9) months after the service is provided to the non-billing party.

9.1.2 All Other Disputes

No action or demand for arbitration, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law. [ALLTEL IS CONSIDERING, BUT HAS NOT ADGREGED TO THIS PROVISION].

9.2 Alternative to Litigation

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, The Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute, and may, in the Dispute Notice, invoke the informal dispute resolution process described in subsection 9.3 below. The Parties will endeavor to informally resolve the dispute within sixty (60) calendar days of receipt of the Dispute Notice.

9.3 Informal Resolution of Disputes

In the case of a dispute, and upon receipt of the Dispute Notice, each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, neither Party may invoke formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, sooner than sixty (60) calendar days after receipt of the Dispute Notice, provided the Party invoking the formal dispute resolution process has negotiated in good faith with the other Party.

9.4 Formal Dispute Resolution

9.4.1 The Parties agree that, for any dispute not resolved pursuant to the informal procedures set forth in subsection 9.3 above, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that, upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration pursuant to subsection 9.6 below.

9.4.2 The Parties agree that all billed amounts are to be paid when due, and that interest shall apply to all overdue invoices as set forth in Section 8.0: Payment of Rates and Late Payment Charges of this Agreement.

9.5 Conflicts

9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state regulatory commission with regard to procedures for the resolution of disputes arising out of this Agreement.

9.6 Arbitration

9.6.1 ~~Any dispute not resolved pursuant to the informal dispute resolution procedures set forth in subsection 9.5 above within one hundred fifty (150) {ALLTEL proposes 120} calendar days of receipt of the Dispute Notice shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association provided that both Parties consent to arbitration {ALLTEL cannot agree to this added language}. A Party may demand such arbitration in accordance with the procedures set out in those Rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection 9.6. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty five (35) (none of which may have subparts) of the following: interrogatories; requests to produce documents; or requests for admission. {Mark, can you explain when this was deleted. Since this language applies to both parties, I am unclear of the concern by VZ wrts. ALLTEL would like to keep this language}. [VZW WILL ONLY AGREE TO CONSENSUAL COMMERCIAL ARBITRATION AS AN ELECTIVE REMEDY]~~

9.6.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration shall be commenced within ninety (90) calendar days of the request for arbitration. The arbitration shall be held in Little Rock, Arkansas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs not less than five (5) business days before the proceeding. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of the proceeding. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.7 Costs

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

10.0 Termination of Service

10.1 Notwithstanding the notice and cure provisions, stated herein, failure of CMRS Provider to pay billed charges shall be grounds for termination of this Agreement. Failure of either Party to pay undisputed charges shall by grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to it under this Agreement, and any portion of such undisputed billed charges remain unpaid more than thirty (30) calendar days after the due date of such charges, the billing Party will notify the non-paying Party in writing that, in order to avoid having service disconnected, the non-paying Party must remit all undisputed billed charges to the billing Party within thirty (30) calendar days after receipt of said notice (the "Termination

Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 9: Dispute Resolution of this Agreement.

- 10.2 Either Party may discontinue service to the other Party for failure to pay undisputed billed charges as provided in this Section, and will have no liability to that Party in the event of such disconnection.
- 10.3 After disconnect procedures have begun, ALLTEL will not accept service orders from CMRS Provider until all undisputed past due amounts are paid in full, in immediately available funds. ALLTEL will have the right to require a deposit equal to two months' charges (based on the two highest-previousmost recent months of service from ALLTEL) prior to resuming service to CMRS Provider after disconnect for nonpayment. [PARTIES DISAGREE]

11.0 Notices

- 11.1 Except as otherwise specifically provided in this Agreement, all contract notices, consents, approvals, modifications or other communications, excluding billing notices, to be given under the terms of this Agreement shall be in writing and sent postage prepaid by registered mail, return receipt requested. Notice may also be effected by personal delivery or by overnight courier. Billing disputes or inquiries may be provided by fax. All notices will be effective upon receipt. All notices shall be directed to the following:

Contract Notices:

To ALLTEL:

Attn: Director – Negotiations
Mailstop B4F4NB
One Allied Drive
Little Rock, Arkansas 72202

Copy to:

Attn: Legal Department
One Allied Drive, Mailstop: B1F06-B
Little Rock, Arkansas 72202

To CMRS Provider:

Director – Wireline Interconnection
Verizon Wireless
One Verizon Place
Alpharetta, GA 30004

Copy to:

Director Interconnection - Regulatory
Verizon Wireless
1300 I Street, NW – Suite 400
Washington, DC 20005

Billing Inquires or Disputes:

To: ALLTEL
Attn: Manager CABS Department
One Allied Drive, Mailstop: B4F03-NA
Little Rock, AR 72022

Fax: 501-905-7027
Phone: 1-800-351-4241

To CMRS Provider:

- 11.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving ten (10) business days' prior written notice to the other Party in compliance with this Section.
- 12.0 Taxes
- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.
- 12.2 Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation from the appropriate taxing authority. Failure to timely provide said tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.3 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user, and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed and submitted to the purchasing Party, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax

from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this Section 12 will be made in writing and will be delivered by certified mail, and sent to the addresses stated below:

To ALLTEL:

Director - State and Local Taxes
ALLTEL Service Corporation
One Allied Drive
Little Rock, AR 72202

Copy to:

Wholesale Product Management
Mailstop B4F4N-B
One Allied Drive
Little Rock, AR 72202

To CMRS Provider:

Director - Wireline Interconnection
Verizon Wireless
One Verizon Place
Alpharetta, GA 30004

Copy to:

- 12.7.1 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving ten (10) business days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Neither Party shall be liable 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: earthquake, tornado, hurricane, flood, fire, explosion, power failure, acts of God, war (whether or not declared), revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation, strikes, slowdowns, picketing, boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected 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 interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its commercially reasonable efforts to avoid or remove the cause of non-performance, and both Parties shall proceed to perform with dispatch once the causes are removed or cease. Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement

without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

14.0 Publicity

14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees, without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other Party's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

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16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so. If such compliance requires the assistance of the other Party, such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user that the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication to the court or law enforcement agency issuing the subpoena that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request, as interpreted by the Party receiving such request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims..

17.0 Intentionally Left Blank

18.0 Amendments or Waivers

18.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party.

18.2 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 ALLTEL is entitled to

maintain that it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and ALLTEL does not waive, any rights including, but not limited to, the rights afforded ALLTEL under 47 USC § 251(f).

{Currently being reviewed by ALLTEL's legal team}

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

20.0 Binding Effect

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

22.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the scope of this Agreement.

23.0 Headings

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration from the other Party or its employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will together constitute but one and the same document.

27.0 Third Party Beneficiaries

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.

28.0 Regulatory Approval

28.1 Each Party agrees to cooperate with the other Party and with any state or federal regulatory commission to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory commission so that the benefits of this Agreement may be achieved.

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory commission pursuant to the requirements of §252 of the Act. If the state regulatory commission imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, the Parties shall share the responsibility and associated costs in making such filings or notices.

29.0 Trademarks and Trade Names

29.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

30.1 Each Party will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 ~~31.0~~ Most Favored Nation

~~31.1 Intentionally Left Blank~~ If during the term of this Agreement, ALLTEL enters into an interconnection agreement with another CMRS provider, CMRS provider may adopt such other agreement in the entirety upon written request pursuant to Section 252(i) of the Act. [ALLTEL DISAGREES. ALTELL'S POSITION IS THAT ONLY UNDER CHANGE OF LAW, OR AT EXPIRATION OF THIS AGREEMENT CAN A CMRS CARRIER ADOPT A NEW AGREEMENT.]

32.0 Verification Reviews

32.1 Subject to each Party's reasonable security requirements, and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each contract year, solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties, but not later than sixty (60) calendar days after notice thereof.

32.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party, as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of

twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 32.3 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) calendar days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for not more than twelve (12) months from the date the audit began. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge, not to exceed twelve (12) months from the date the audit began, to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 9.0 above of this Agreement.
 - 32.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
 - 32.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
 - 32.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
 - 32.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement, as are the principles). The Parties will bear their own reasonable expenses associated with this inspection. Subsequent audits will be scheduled when and if cause is shown.
 - 32.9 Information obtained or received by a Party in conducting the inspections described in this Section 32.0 shall be subject to the confidentiality provisions of Section 6.0 above of this Agreement.
- 33.0 Complete Terms**
- 33.1 This Agreement sets forth the entire understanding and supersedes all 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.
- 34.0 Intentionally Left Blank**
- 35.0 Intentionally Left Blank**
- 36.0 Intentionally Left Blank**
- 37.0 Responsibility of Each Party**
-

37.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all: (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for: (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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39.0 Governmental Compliance

39.1 The Parties agree that each Party will comply at its own expense with all applicable laws that relate to: (i) its obligations under or activities in connection with this Agreement, or (ii) its activities undertaken at, in connection with or relating to work locations. Each Party agrees to indemnify, defend (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from: (i) its failure or the failure of its contractors or agents to so comply, or (ii) any activity, duty or status of its or its contractors or agents that triggers any legal obligation to investigate or remedy environmental contamination.

40.0 Management Contracts

40.1 Nothing in this Agreement shall prohibit either Party from enlarging its network through contractual affiliations with third parties for the construction and operation of a CMRS or LEC network under the Party's brand name. Traffic originating and terminating via any such extended network shall be treated as interconnection traffic, subject to the terms, conditions and rates of this Agreement, in states where this Agreement is in effect. States not included in this Agreement may be added upon mutual consent.

41.0 Subcontracting

41.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's own subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of services hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

42.0 Referenced Documents

42.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CMRS Provider practice, ALLTEL practice, any publication of telecommunications industry administrative or technical standards or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda or successors) of each document incorporated by reference in such a technical reference, technical publication, CMRS Provider practice, ALLTEL practice or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the effective date of this Agreement, and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

43.0 Severability

43.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 9.0 of this Agreement.

44.0 Survival of Obligations

44.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

45.0 Governing Law

45.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where the interconnection service is provided, without regard to its conflicts of laws principles, shall govern.

46.0 Intentionally Left Blank

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48.0 Disclaimer of Warranties

48.1 **EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR**

INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

49.0 Definitions and Acronyms

49.1 Definitions

For purposes of this Agreement, certain terms have been defined in *Attachment 8: Definitions* and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

49.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, *Attachment 9: Acronyms* provides a list of acronyms used throughout this Agreement.

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52.0 Certification Requirements

52.1 CMRS Provider warrants that it has obtained all necessary jurisdictional certifications or licenses required in those jurisdictions in which CMRS Provider has ordered services pursuant to this Agreement. Upon request by any governmental entity, CMRS Provider shall provide proof of certification to ALLTEL.

53.0 Other Requirements and Attachments

53.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits and Addenda, constitutes the entire Agreement between the Parties.

53.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definition, term or condition in any given Attachment differs from those contained in the main body of this Agreement, that definition, term or condition will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2003.

Cellco Partnership d/b/a Verizon Wireless:

ALLTEL Pennsylvania, Inc.:

Name (print or type)

Name (print or type)

Signature

Date

Signature

Date

Position/Title
CMRS Provider

Position/Title
ALLTEL Pennsylvania, Inc.

ATTACHMENT 1: INTENTIONALLY LEFT BLANK

ATTACHMENT 2: NETWORK INTERCONNECTION ARCHITECTURE

This Attachment describes the network architecture with which the Parties to this Agreement may interconnect their respective networks, within the ALLTEL interconnected network, for the transmission and routing of Telecommunications Traffic and Exchange Access. It also describes the ordering process and maintenance requirements.

1.0 Network Architecture

1.1 Interconnection Facilities

1.1.1 Type 1

~~Type 1 facilities are those facilities that provide a trunk-side connection (line-side treatment) between an ALLTEL end office and CMRS Provider's Mobile Switching Center ("MSC"). Type 1 facilities provide the capability to access all ALLTEL local end offices within the LATA, Third Party Providers, 800/888 traffic, 911/E911 traffic, Operator Services traffic and Directory Assistance traffic. The availability and provision of Type 1 facilities is subject to change, as mandated by the FCC's implementation of wireless number pooling and portability. [ALLTEL WILL NO LONGER OFFER TYPE 1, AND VERIZON WIRELESS ACCEPTS THIS, ONLY OPEN ISSUE HAS TO DO WITH TRANSITION OF EXISTING TYPE 1S TO TYPE 2B TRUNKS.]~~

1.1.2 Type 2A

A Type 2A Interconnection is a trunk-side connection to an ALLTEL Tandem Switch that uses SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes of the ALLTEL End Offices subtending the Tandem Switch and the Remote Switches subtending those ALLTEL End Offices. A Type 2A Interconnection cannot be used to reach Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the CMRS Provider establish their own dedicated NXX. ALLTEL will not transit traffic for CMRS provider to a Third Party network or from a Third Party network to CMRS provider. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2A direct interconnection.

1.1.3 Type 2B

A Type 2B Interconnection is a trunk-side connection to a ALLTEL End Office that uses SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid ALLTEL NXX codes served by that End Office and Remote Switches subtending that ALLTEL End Office and cannot be used to reach EAS points, Operator Services, Directory Assistance, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the CMRS Provider to establish their own dedicated NXX. ALLTEL will not transit traffic for CMRS provider to a Third Party network or from a Third Party network to CMRS provider. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this type 2B direct interconnection.

- 1.2 CMRS Provider may develop additional Interconnection Points, within each of ALLTEL's interconnected networks, other than the actual location of its MSC through the use of either ALLTEL's Special Access facilities, its own facilities or the facilities of a third party.
- 1.3 CMRS Provider shall provide ALLTEL with an annual forecast of intended mobile to land usage for each Interconnection Point. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

1.4 **Facility Location**

1.4.1 **Technical Feasibility**

1.4.1.1 To the extent required by Section 251 of the Act, CMRS Provider may interconnect within each of ALLTEL's interconnected networks at any technically feasible point.

~~1.4.2 **Incumbent Local Exchange Carrier Requirement**~~

~~The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by ALLTEL in those areas where ALLTEL is not the Incumbent Local Exchange Carrier, as defined by the Act. {Currently being reviewed by ALLTEL's legal team}~~

1.5 **Additional Interconnection Methods Available to CMRS Provider**

- 1.5.1 CMRS Provider may provide its own facilities and transport for the delivery of Telecommunications Traffic from its MSC to the Interconnection Point on each of ALLTEL's interconnected networks. Alternatively, CMRS Provider may purchase an entrance facility and transport from a third party or from ALLTEL for the delivery of such traffic. Rates for entrance facilities and transport purchased from ALLTEL are specified in the applicable interstate or intrastate Access Tariff.
- 1.5.3 The Parties may share ALLTEL's interconnection facilities at the rates specified in *ALLTEL's applicable access tariffs*. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in *Attachment 4: Pricing*.

1.6 **Interconnection Methods Available to ALLTEL**

- 1.6.1 ALLTEL may provide its own facilities and transport for the delivery of Telecommunications Traffic from its Interconnection Point to the Interconnection Point on CMRS Provider's network. Alternatively, ALLTEL may purchase an entrance facility and transport from a third party for the delivery of such traffic.

1.7 **Network Technical Requirements, Standards and Notices**

- 1.7.1 Each Party will provide the services in this Agreement to the other Party at a standard equal in quality to that provided to itself or to any subsidiary, affiliate or any other party to which such Party provides interconnection. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are either superior or lesser in quality than the providing Party provides to itself; provided, however, that such services shall be considered Special Requests.

- 1.7.2 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise, so long as such upgrades or modifications are not inconsistent with the Parties' obligations under the terms of this Agreement.
- 1.7.3 The Parties agree to comply with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations, as may be amended from time to time, regarding notifications, network changes, upgrades and/or modifications.
- 1.7.4 Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria or operating or maintenance characteristics of facilities. Each Party agrees to waive nonrecurring charges associated with either Party's initiated rehomings of facilities; provided, however, that each Party shall be responsible for any other costs associated with the reconfiguration of its network.

2.0 Transmission and Routing

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of local and non-local traffic from the parties' respective end user customers. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered through the Party's end user customer, is not considered to be originating on that Party's network and may not be routed on this direct interconnection. The standard configuration for CMRS interconnection trunking arrangements will be on a two-way basis at either the Tandem or the End Office.

2.1 Basic Terms

2.1.1 Direct Routed Mobile to Land Traffic

2.1.1.1 CMRS Provider shall be responsible for the delivery of local and non-local Traffic from its network to ALLTEL's network at the appropriate Interconnection Point ~~within ALLTEL's interconnected network~~ for the transport and termination of such traffic by ALLTEL to an ALLTEL end user.

2.1.1.2 Unless CMRS Provider elects to provision its own facilities under subsection 1.5 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect CMRS Provider's Interconnection Point with ALLTEL's Interconnection Point ~~within ALLTEL's interconnected network~~. ALLTEL shall provision mobile-to-land connecting facilities for CMRS Provider under the prices, terms and conditions specified in ALLTEL's applicable access tariff, as appropriate.

2.1.2 Direct Routed Land to Mobile Traffic

2.1.2.1 ALLTEL shall be responsible for the delivery of Telecommunications Traffic from its network to CMRS Provider's network at the appropriate Interconnection Point ~~within ALLTEL's interconnected network~~ for the transport and termination of such traffic by CMRS Provider to the handset of a CMRS Provider end user.

~~2.1.2.2 Unless ALLTEL elects to have CMRS Provider or {deleted due to change in 1.6.1 above} a third party provision facilities under subsection 1.6 of this Attachment, ALLTEL shall provide the physical plant facilities that interconnect ALLTEL's Interconnection Point with CMRS Provider's Interconnection Point. within ALLTEL's interconnected network— ALLTEL shall be responsible for the physical plant facility from its network to the appropriate Interconnection Point within ALLTEL's interconnected network, which may include a third party's tandem. {ALLTEL does not accept addition}~~

[PARTIES DISAGREE. VERIZON WIRELESS BELIEVES THAT RATE CENTER BOUNDARY IS IRRELEVANT TO RECIRPOCAL COMPENSATION OBLIGATIONS.]

2.1.4 Signaling

ALLTEL will provide, at CMRS Provider's request and where technically available, Signaling System 7 ("SS7") to accommodate out-of-band signaling in conjunction with the exchange of Telecommunications Traffic between the Parties' respective networks. When ALLTEL provides SS7 Signaling services directly to CMRS Provider, ALLTEL shall provide such service rates and conditions provided in ALLTEL's applicable tariff. These rates are for the use of ALLTEL STPs in the completion of mobile-to-land Telecommunications Traffic. Charges for STP bridge links and port terminations used when connection is required between CMRS Provider's and ALLTEL's STP shall be on ~~the proportional (percentage)~~ a bill and keep basis. CMRS Provider may, in its sole discretion and at no additional charge, interconnect on an SS7 basis with ALLTEL using a Third Party Provider's SS7 network, provided that the third party has established SS7 interconnection with ALLTEL.

2.1.5 Indirect Network Interconnection

When the Parties interconnect their networks indirectly via a third LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in Attachment 3.. Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem. ALLTEL will only be responsible for the interconnection facilities located within the ALLTEL exchange boundary utilized in the routing of the indirect traffic. -When traffic to a specific ALLTLEL NPA-NXX exceeds a DS1 [VZW BELIVES THRESHOLD SHOULD BE 500.00 MOUS PER MONTH] level, then CMRS Provider will establish a direct connection to the ALLTEL end office serving that specific NPA-NXX. If the ALLTEL end office is a remote switch, the CMRS provider will establish a direct connection to the ALLTEL host switch serving the ALLTEL remote switch.

2.1 Routing Points

~~CMRS Provider will designate a rating point and routing point for each NPA/NXX code assigned for CMRS Provider's use. The designated routing point for a particular NPA/NXX code assigned for CMRS Provider's use need not be the same as the corresponding rate center point for such NPA/NXX code. The routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem serving territory as the rating point. Consistent with this Section 2.2, ALLTEL will deliver CMRS Provider's traffic to routing points consistent with CMRS Provider's instructions. ALLTEL will route indirect traffic to an NPA-NXX of CMRS Provider as specified in the Location Exchange Routing Guide (LERG) and as specified in detail in section 2.1.5 above. When the rating point and routing point for an NPA-NXX are not within the same rate center, ALLTEL will not be responsible for any charges that may be assessed by the third party for traffic [what charges? Transit? Toll?] originated from~~

~~ALLTEL and terminating to CMRS provider. CMRS provider will be responsible for all charges due to a third party for indirect traffic originated by CMRS provider. If ALLTEL can not record the traffic terminating to ALLTEL originating from these NPA-NXX's of the CRMS provider, then CMRS provider will provide a monthly report to ALLTEL will use meet-point billing records or industry standard records from third party carrier. of the minutes of use originating from these NPA-NXX's and terminating to ALLTEL. The report will be provided by the 5th day each month for the preceeding month's minutes of use. The report will provide a total of minutes of use by originating NPA-NXX and terminating NPA-NXX.. CMRS provider Both Parties are responsible for must-establishtransport arrangements an agreement with the third party for the transiting of the traffic for these NPA NXX's-. [ALLTEL proposed language is inconsistent with Attachment 3.] [THE PARTIES DISAGREE].~~

~~[THIS SECTION NEEDS TO ADDRESS LOCAL TREATMENT OF ALLTEL-ORIGINATED CALLS TO LOCAL AND EAS RATED CMRS NPA/NXXs]~~

~~2.1.6 ALLTEL shall treat CMRS NPA-NXXs which are local rated as local calls to its subscribers. ALLTEL shall afford local dialing parity to locally rated CMRS NPA- NXXs. [PROPOSED BY VERZION WIRELESS].~~

3.0 Ordering

3.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of interconnection herein. Each Party shall be responsible for ordering from the other Party any interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and in agreement with published intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. Within forty-five (45) calendar days of its receipt of said information, the Party shall notify the ordering Party if the request is technically feasible ("Notification"). If the request is technically feasible, the Party shall activate the order as mutually agreed to by the Parties after Notification (the "Activation Date"). The penalty for the providing Party's non-compliant delivery of connecting facility by the specified due date shall be a refund of nonrecurring charges of the connecting facility to the other Party.

3.2 Special Requests

All requests for: (i) services covered by this Agreement for which facilities do not exist; (ii) facilities, equipment or technologies not in the providing Party's sole discretion considered necessary to fulfill a request under this Agreement; or (iii) services not specifically enumerated in this Agreement shall be handled as a "Special Request." Special Requests pursuant to this subsection 3.2 may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.2.1 If either Party requires direct interconnection at additional locations within the ALLTEL interconnected network, then it shall submit a Special Request in writing to the other Party specifying: (i) the point of interconnection; (ii) an estimated activation date; and (iii) a forecast of intended use. Within twenty (20) business days of its receipt of the ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within sixty (60) calendar days of its receipt of said information (or sixty (60) calendar days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically

feasible, the providing Party shall activate the interconnection within fifteen (15) business days of the Notification (the "Activation Date"), as specified by the ordering Party.

- 3.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to *Attachment 3: Billing, Compensation and Charges*, subsection 3.3 therein. The providing Party shall have seventy-five (75) business days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.
- 3.2.3 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs per the rates as specified in the Party's access tariff, of processing and/or implementing the Special Request up to the date of cancellation.

4.0 Network Maintenance and Management

- 4.1 The Parties will work cooperatively to install and maintain a reliable network in order to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability.
- 4.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

4.2.1 24 Hour Network Management Contact:

For ALLTEL:

State-specific contacts are provided at <http://www.alltel.com>.

To CMRS Provider:

- 4.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 4.4 Either Parties' use of any of the other Party's facilities, or of its own equipment or that of a third party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public.
- 4.5 After written notice and thirty (30) calendar days' opportunity to cure, the Party whose facilities are being used may discontinue or refuse to provide service to the other Party if the Party using the

facilities breaches subsections 4.3 or 4.4 above and fails to cure such breach with the thirty (30) day cure period; provided, however, such termination of service will, where appropriate, be limited to the facility being used that is the subject of the breach.

- 4.6 Trouble clearing procedures of both Parties shall include mechanisms for escalation of restoration efforts appropriate to the critical impact on the other Party's network. Both Parties agree that each will use its best, commercially reasonable efforts to clear troubles on its network that materially affects the other Party's end users.

ATTACHMENT 3: BILLING, COMPENSATION AND CHARGES

This Attachment describes the terms and conditions under which billing, compensation and charges will be applied to the Parties under this Agreement.

1.0 Billing

1.1 Each Party shall deliver monthly settlement statements for terminating the other Party's Telecommunications Traffic for both local and non-local usage, and for the proportionate share of the interconnection facilities used in routing direct traffic between each Party's end user customers, based on a mutually agreed schedule. Subject to Section 8.0: Payment of Rates and Late Payment Charges and Section 9.0: Dispute Resolution of this Agreement, bills rendered by either Party shall be paid within thirty (30) ~~forty five (45)~~ ALLTEL bills according to OBF standards and cannot agree to this change calendar days of receipt of the invoice ~~date.~~ For direct interconnection, the billing Party will record the traffic originating from the other Party's end user customers and terminating to the billing Party's end user customers that is routed over the direct interconnection facilities. In the event the Parties use indirect interconnection arrangements to terminate ~~Telecommunications-local and non-local Traffic~~ between their networks, the Parties agree to use meet point billing records or a report detailing the minutes of usage provided by the third party for compensation of usage routed indirectly to the other Party. The originating Party will be responsible for any transit charges assessed by the third party. Indirect routed traffic for CMRS Provider's NPA-NXXs that have different rating and routing points, as specified in the LERG, will be billed in accordance with Attachment 4-, section 2.1. ~~note the extent the Party whose customer originated the call is capable of measuring the traffic it originates to the other Party, the originating Party will be responsible for providing usage to the Party terminating the call for purposes of billing Reciprocal Compensation pursuant to subsection 2.0 below.~~

VERIZON WIRELESS PROPOSES: "Where either Party cannot measure traffic which it originates to the other Party directly or indirectly, the Parties agree to use a traffic ratio that represents the amount of traffic which is originated in the land to mobile direction as a percentage. This ratio will be applied to the total amount of traffic exchanged between the parties to approximate the amount of traffic originated by each Party for the purposes of determining reciprocal compensation. See Attachment 4 for Land to Mobile factor."

1.2 For the purposes of establishing service and providing efficient and consolidated billing to CMRS Provider, CMRS Provider is required to provide ALLTEL its authorized and nationally recognized Operating Company Number(s).

1.3 Bills rendered to either Party will be delivered to the following locations:

To: ALLTEL:
Attn: Manager Telecom Service Group
1 Allied Drive, Mailstop: B4F05-SC
Little Rock, AR 72022

To: CMRS Provider:
Attn:

2.0 Compensation

2.1 Reciprocal Compensation

2.1.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Telecommunications Traffic at the rates specified in *Attachment 4: Pricing*. ALLTEL shall compensate CMRS Provider for the transport and termination of Telecommunications Traffic originating on ALLTEL's network at type 2 A rate to the extent the CMRS switch serves the same geographic area as a tandem switch; CMRS Provider shall compensate ALLTEL for the transport and termination of ~~Telecommunications—local and non-local~~ Traffic originating on CMRS Provider's network. Compensation by CMRS Provider to ALLTEL shall vary based on the method of interconnection used by the Parties will vary based on the type of interconnection used by ALLTEL to originate traffic to CMRS. {ALLTEL can not agree to this deletion since rates will be different by type 2A, 2B, and indirect.} [Parties disagree]

2.1.2 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Telecommunications Traffic, as defined in *Attachment : Definitions*, and shall not apply to any other traffic or services, including, without limitation:

2.1.2.1 InterMTA traffic;

2.1.2.2 Traffic which neither originates nor terminates on either Party's network by the Party's end user customers; or

2.1.2.3 Paging Traffic.

2.1.3 Measuring Calls as Telecommunications Traffic

In order to determine whether traffic is Telecommunications Traffic subject to Reciprocal Compensation, the Parties agree as follows: for ALLTEL, the origination or termination point of a call shall be the end office that serves, respectively, the calling or called party. For CMRS Provider, the origination or termination point of a call shall be the cell site that serves, respectively, the calling or called party at the beginning of the call.

2.1.4 Conversation Time

For purposes of billing compensation for the interchange of Telecommunications Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

3.0 Charges

3.1 Late Charges

Late Charges will be applied as specified in Section 8.0: Payment of Rates and Late Payment Charges of this Agreement.

3.2 Access Charges

3.2.1 **When Applicable**

Charges for the transport and termination of InterMTA traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, or other applicable rates as appropriate. The Parties will develop an initial factor representative of the share of traffic exempt from Reciprocal Compensation.

3.2.2 **InterMTA Factor**

The Parties have agreed upon the InterMTA factor specified in *Attachment 4: Pricing*, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in *Attachment 4: Pricing* shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis no more than once per year, and, if warranted by the actual usage, revise the percentage appropriately on a prospective basis. This factor will be applied to both direct and indirect traffic originated by CMRS provider and terminated by ALLTEL.

3.3 **Miscellaneous Charges**

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in *Attachment 4: Pricing*. Charges listed are in addition to, and not exclusive of, any other charges that may be applicable under this Agreement.

3.3.1 **Facilities Charges**

Each Party shall compensate the other Party (on a proportionate usage basis, as set forth in *Attachment 4: Pricing*) for the use of the providing Party's direct interconnection facilities between the Parties' Interconnection Points, in either direction, as the case may be. ~~Type 1~~, Type 2A and Type 2B facilities may be either one-way or two-way when both Parties agree to share the facility. For both one-way or two-way facilities, the terms, conditions, recurring and nonrecurring charges will apply as specified in *Attachment 3: Billing, Compensation and Charges*, and at the rates specified in *ALLTEL's applicable interstate or intrastate access tariff*. When both Parties agree to utilize two-way facilities, the Parties on a proportional (percentage) basis as specified in *Attachment 4: Pricing* will share such charges, including non-recurring charges {ALLTEL accepts language}. To the extent Telecommunications Traffic is transmitted over high capacity facilities (DS3s and SONET rings), the cost associated with the portion of such facilities used to carry Telecommunications Traffic (based on slot assignments) will be shared between ALLTEL and CMRS Provider based upon the Shared Facilities percentages specified in *Attachment 4: Pricing*. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, as needed, at a point six (6) months from the Effective Date of this Agreement and every twelve (12) months thereafter, the percentages specified in *Attachment 4: Pricing*.

3.3.3 **Maintenance of Service Charge**

When either Party reports trouble to the other Party for clearance and no trouble is found in the network of the Party to whom the trouble was reported, the reporting Party shall be responsible for payment of a Maintenance of Service Charge, as listed in ALLTEL's access tariff, for the period of time when the reported Party's personnel were dispatched. In the event of an intermittent service problem that is eventually found to be in the reported Party's network, the other Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If either Party reports trouble to the other Party for clearance and the reported Party's personnel are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that the reported Party's personnel are dispatched, provided that the Parties have arranged a specific time for the service visit.

3.3.4 **Additional Engineering Charges**

Additional engineering charges, as listed in ALLTEL's access tariff, will be billed to CMRS Provider when ALLTEL incurs engineering time to customize CMRS Provider's service at CMRS Provider's request pursuant to Attachment II, Section 3.2.

3.3.5 **Additional Labor Charges**

Additional labor, as listed in ALLTEL's access tariff, will be charged when ALLTEL installs facilities outside of normally scheduled working hours at the customer's request. Additional labor also includes all time in excess of one-half (1/2) hour during which ALLTEL personnel stand by to make installation acceptance test or cooperative test with CMRS Provider to verify facility repair on a given service.

3.3.6 **Access Service Order Charge**

An Access Service Order charge, as listed in ALLTEL's access tariff, applies whenever CMRS Provider request installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

3.3.7 **Design Change Charge**

A Design Change Charge, as listed in ALLTEL's access tariff, applies when ALLTEL personnel review CMRS Provider's interconnection service to determine what changes in the design of the service are required as a result of request(s) by CMRS Provider. ALLTEL will notify CMRS Provider when the Design Change Charge would apply prior to performing any work that would incur a Design Change Charge.

3.3.8 **Service Date Change Charge**

The Service Date Change Charge, as listed in ALLTEL's access tariff, applies when CMRS Provider requests a change in the previously scheduled date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than forty-five (45) calendar days beyond the original service date, unless the requested changes are associated with an order which has been designated as a "special project." If a change or rearrangement of interconnection is necessary beyond forty-five (45) calendar days, then the order must be canceled and reordered.

3.3.9 **Access Customer Name and Address ("ACNA"), Billing Account Number ("BAN") and Circuit Identification Change Charges**

These charges, as listed in ALLTEL's access tariff, apply whenever CMRS Provider requests changes in its ACNA, its BAN number or its Circuit IDs, respectively.

ATTACHMENT 4: PRICING

[NOTE: Further discussion needed on rates (e.g., will there be different direct vs indirect rates). Also, facilities factors, interMTA factors, and PIU factors may vary by state.]

Mobile-to-Land-Interconnection Rate	
Reciprocal Compensation Rate	
Type 1 (per-MOU)	\$0.01000
Type 2A (per MOU)	\$0.01000
Type 2B (per MOU)	\$0.01000
Transiting (per-MOU)	\$0.00300
Indirect	
Land-to-Mobile-Interconnection-Rate	
Type 1 (per-MOU)	\$0.01000
Type 2A (per-MOU)	\$0.01000
Type 2B (per-MOU)	\$0.01000
Shared Facilities	
CMRS Provider	80/20%
ALLTEL	20/80%
CMRS InterMTA Factor	
	5%
Interstate Factor	
Interstate	30%
Intrastate	70%

[Verizon Wireless proposes: 60/40 Land to mobile factor. InterMTA factor of 3 %]

InterMTA and inter/intrastate factors may vary by state

ATTACHMENT 5: INTENTIONALLY LEFT BLANK

ATTACHMENT 6: INTENTIONALLY LEFT BLANK

ATTACHMENT 7: INTENTIONALLY LEFT BLANK

ATTACHMENT 8: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, or as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Cell Site" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a point of interconnection to the landline network.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Part 20, FCC Rules.

"Commission" means the state public utilities commission.

"Direct Connecting Interconnection Facilities" means dedicated facilities provided either under this or applicable ALLTEL tariff used to connect CMRS Provider's network and ALLTEL's interconnected network for the purposes of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services ~~provided by either Party covered by the Agreement~~ {ALLTEL does not accept change.} [VZW disagrees. What services are and are not covered by this agreement needs to be delineated.], and includes the term "End User." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"End Office" means a local ALLTEL switching point where ALLTEL end user customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services ~~covered by the Agreement~~ provided by either Party {ALLTEL does not accept change} [VZW disagrees. What services are and are not covered by this agreement needs to be delineated.] and includes the term "Customer." More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange Access" has the meaning given the term in the Act.

"FCC" means the Federal Communications Commission.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the physical connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telecommunications Traffic.

"Interconnection Point" or "IP" ~~means the physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility for the purposes of determining the Parties' transport costs for traffic exchanged between the Parties.~~

~~"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and/or intraLATA for hire telecommunications service to subscribers who are not telecommunications carriers. [OPEN - VZW wants IXC defined.]~~

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls that originate in one MTA and terminate in another MTA.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Local Service Provider" means a carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization).

"Mobile Switching Center" or "MSC" means CMRS Provider's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to, from and among its end users and other telecommunications companies.

"Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR §24.202(a).

"NXX" or "NXX Code" is the 3-digit switch indicator that is defined by the D, E and F digits of a 10-digit telephone number within the North America Numbering Plan. Each NXX Code contains 10,000 telephone numbers.

"Party" means either ALLTEL or CMRS Provider, as applicable.

"Parties" means ALLTEL and CMRS Provider.

"Reciprocal Compensation" means the arrangement for recovering, in accordance with §251(b)(5) of the Act, the FCC Internet Order and other applicable FCC orders and regulations, costs incurred for the transport and termination of Telecommunications Traffic originated on one Party's network and terminating on the other Party's network.

"Service Area" means the geographic area, e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area and Rural Service Area, served by the cellular system within which CMRS Provider is licensed to provide service.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a Party interconnects, either directly or through facilities provided by ALLTEL, or a through a Third Party Provider, with the CCS/SS7 network.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"Tandem" means the following:

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between ALLTEL end offices.

"Telecommunications Traffic," for purposes of the application of Reciprocal Compensation, means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. §24.202(a).

"Telephone Exchange Service" means wireline exchange connections amongst LEC end users.

"Telecommunications" has the meaning given in the Act.

"Telecommunications Carrier" has the meaning given in the Act.

"Termination" means the switching of Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier that transits indirect traffic between the Parties.

"Transport" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to §251(b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by Third Party Provider.

"Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

"Trunk Side" means a Party's connection that is capable of and has been programmed to treat the circuit as connecting to another switching entity, for example another ALLTEL to CMRS Provider switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

ATTACHMENT 9: ACRONYMS

AAA	American Arbitration Association
CMRS	Commercial Mobile Radio Service
FCC	Federal Communications Commission
ILEC	<i>Incumbent Local Exchange Carrier</i>
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
MOU	Minute of Use
MSC	Mobile Switching Service
MTA	Major Trading Area
OCN	Operating Company Number
SONET	Synchronous Optical Network
SS7	Signaling System 7
STP	Signaling Transfer Point

APPENDIX A – Billing Dispute Form

Billing Company Contact Information Section:			
1. Billing Company Name:		2. Billing Contact Name:	
3. Billing Contact Address:		4. Billing Contact Phone:	
		5. Billing Contact Fax #:	
		6. Billing Contact Email:	
Disputing Company Contact Information Section:			
7. Disputing Company Name:		8. Disputing Contact Name:	
9. Disputing Contact Address:		10. Disputing Contact Phone:	
		11. Disputing Contact Fax #:	
		12. Disputing Contact Email:	
General Dispute Section:			
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:
16. Service Type:			
17. ACNA:	18. OCN:	19. CIC:	20. BAN:
			21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	
23. Billed Amount: \$ _____		25. Dispute Desc:	
26. Disputed Amount: \$		29. Dispute Bill Date From:	
27. Disputed Amount Withheld: \$		Dispute Bill Date Thru:	
28. Disputed Amount Paid: \$			
Dispute Information Section:			
30. Rate Element/USOC:		31. Rate: Billed Correct	
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct		36. Jurisdiction: <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local	
		37. Mileage: Billed Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40. State: 41. LATA:	
Facilities/Dedicated Circuit Dispute Information Section:			
42. PON: 43. SON: 44. EC Circuit ID: 45. Circuit Location: 46. IC Circuit ID: 47. CFA :		48. TN/All: 49. Point Code: 50. USOC Quantity: 51. Two-Six Code:	
52. Facilities From Date:		Thru Date:	

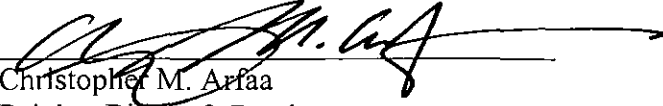
Usage Dispute Information Section:		
53. End Office CLLI:		54. TN/All:
55. Usage Billed Units/Quantity:		56. Usage Billed Units/Quantity Disputed:
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination		58. Query: 59. Query Type:
60. OC&C SON:		61 OC&C PON:
62. Usage From Date: Thru Date:		
Information Section:		
63. Tax Dispute Amount:		64. Tax exemption form attached : <input type="checkbox"/>
65. Invoice(s) LPC billed:		
66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: \$		70. Resolution Reason:
71. Adjustment Bill Date:		72. Adjustment Invoice Number:
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: \$		77. Amount Credited: \$
78. Bill Section Adjustment will appear on: OC&C _____ Adjustment _____		
79. Resolution remarks:		

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

<u>Via hand delivery:</u>	<u>Via overnight delivery service:</u>
<p>D. Mark Thomas, Esq. Thomas Thomas Armstrong & Niesen 212 Locust Street Harrisburg, PA 17108-9500</p> <p>Charles F. Hoffman, Esq. Office of Trial Staff Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17105</p> <p>Irwin A. Popowsky, Esq. Office of Consumer Advocate 555 Walnut Street, 5th Floor Forum Place Harrisburg, PA 17101-1923</p> <p>Carol Pennington, Esq. Office of Small Business Advocate 1102 Commerce Building 300 North Second Street Harrisburg, PA 17101</p>	<p>Mandy Jenkins Staff Manager – Wholesale Services ALLTEL Communications, Inc. One Allied Drive Little Rock, AR 72202</p> <p style="text-align: center;">RECEIVED 2003 NOV 26 PM 3: 15 PUC SECRETARY'S BUREAU</p>

Dated: November 26, 2003


Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless

DATE: December 4, 2003

SUBJECT: A-310489F7004

TO: Office of Administrative Law Judge

FROM: James J. McNulty, Secretary *KB*

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Attached is a copy of a Petition for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements, with ALLTEL, PENNSYLVANIA, INC., filed in connection with the above docketed proceeding.

This matter is assigned to your Office for appropriate action.

Attachment

cc: OTS - w/copy of petition
FUS - w/copy of petition

KSB

DOCUMENT
FOLDER

DOCKETED
DEC 04 2003

Law Offices

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NEW YORK
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December 4, 2003

Via Federal Express, Overnight Delivery

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

RECEIVED

DEC - 4 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED

FEB 12 2004

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489 F7004

Dear Secretary McNulty:

Cellco Partnership d/b/a Verizon Wireless filed the referenced petition for arbitration on November 26, 2003. Upon reviewing the pleading, we have found that it contains two substantive typographical errors. The purpose of this letter is to notify the Commission and the parties of these errata and thus to eliminate any confusion they might cause.

First, on page 20, in the statement of Verizon Wireless's position with respect to Issue 7, the reference to "CMRS originated calls" should be to "ALLTEL-originated calls." The corrected statement of Verizon Wireless's position thus should read as follows:

Verizon Wireless's Position: Yes. Where Verizon Wireless has local rated numbers to ALLTEL's subscribers' local calling areas and extended local calling areas, ALLTEL-originated calls should be afforded dialing parity and be treated as local calls.

Second, on page 25, in the statement of Issue 11, the reference to "traffic terminated in the Mobile to Land direction" should be "traffic terminated in Land to Mobile direction." The corrected statement of Issue 11 should thus read as follows:

Issue 11: Where a CMRS provider's switch serves the geographically comparable area of LEC tandem, can it charge a termination rate equivalent to a tandem rate for traffic terminated in the Land to Mobile direction?


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James J. McNulty, Secretary
December 4, 2003
Page 2

I apologize for any inconvenience caused by these errata. Please do not hesitate to contact me if you have any questions or comments regarding this matter.

Very truly yours,


Christopher M. Arfaa

CMA

Via Federal Express, Overnight Delivery

cc: D. Mark Thomas, Esq.
Mandy Jenkins, ALLTEL Communications, Inc.
Charles F. Hoffman, Esq.
Irwin A. Popowsky, Esq.
Carol Pennington, Esq.

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

Via Federal Express, Overnight Delivery

D. Mark Thomas, Esq.
Thomas Thomas Armstrong & Niesen
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Harrisburg, PA 17108-9500

Mandy Jenkins
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ALLTEL Communications, Inc.
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Office of Trial Staff
Pennsylvania Public Utility Commission
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Harrisburg, PA 17105

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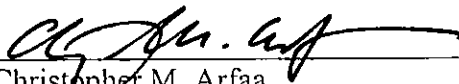
Carol Pennington, Esq.
Office of Small Business Advocate
1102 Commerce Building
300 North Second Street
Harrisburg, PA 17101

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DEC - 4 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dated: December 4, 2003



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless



**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Office Of Administrative Law Judge
P.O. Box 3265, Harrisburg, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

December 15, 2003

In Re: A-310489F7004

(See attached list)

DOCUMENT

Petition of CELLCO Partnership d/b/a Verizon Wireless

For Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements, with ALLTEL, Pennsylvania, Inc.

NOTICE

This is to inform you that a prehearing conference on the above-captioned case will be held as follows:

Type: Initial Prehearing Conference

Date: Tuesday, January 6, 2004

Time: 10:00 a.m.

Location: in an available hearing room
Philadelphia State Office Building
Broad and Spring Garden Streets
Philadelphia, Pennsylvania

Presiding: Administrative Law Judge Marlane R. Chestnut
1302 Philadelphia State Office Building
1400 West Spring Garden Street
Philadelphia, PA 19130
Telephone: (215) 560-2105
Fax: (215) 560-3133

DOCKETED
JAN 16 2004

If you are a person with a disability, and you wish to attend the hearing, you may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission:

- Scheduling Office: (717) 787-1399.
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988.

pc: Judge Chestnut
Steve Springer, Scheduling Officer
Beth Plantz
Docket Section
Calendar File

D MARK THOMAS ESQUIRE
THOMAS THOMAS ARMSTRONG & NIESEN
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212 LOCUST STREET
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HARRISBURG PA 17108-9500

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555 WALNUT STREET
HARRISBURG PA 17101

OALJ Hearing Report

Please check Those Blocks Which Apply

Docket No.:	R-370484 F7004	Prehearing Held:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Case Name:	CELCO Verizon Wireless	Hearing Held:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Testimony Taken:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Transcript Due:	<input type="checkbox"/>	<input type="checkbox"/>
		Hearing Concluded:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Location:	2772	Further Hearing Needed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date:	11/1/03	Estimated Add'l Days:	2/1/04	
ALJ:	Marlane R. Chestnut CAP	RECORD CLOSED:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Firm:	Commonwealth Reporting	Briefs to be Filed:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Bench Decision:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div style="text-align: center;"> <p>RECEIVED</p> <p>JAN 14 2004</p> <p>PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU</p> <p>PLEASE PRINT CLEARLY - Incomplete information may result in delay of processing.</p> </div>		REMARKS:	Celco out of state	

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 OFFICE OF C.A.L.J.
 04 JAN 13 AM 11:41
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Name and Telephone Number	Address	Who are you representing?
CHRISTOPHER ARFAA Telephone: 215-988-2715	One Logan Square 18th & Cherry St. City: Phila. State: PA Zip: 19103	Celco Partnership d/b/a Verizon Wireless IDBR.com Fax Number: 215-988-2757
D. MARK THOMAS PATRICIA ARMSTRONG REGINA L. MATZ Telephone: 717-255-7600	Thomas, Thomas, Armstrong & Nisen 212 Locust St. Suite 500 P.O. Box 9500 City: HARRISBURG State: PA Zip: 17108-9500	ALLTEL Pennsylvania, Inc. E-mail Address: PArmstrong@TTANLAW.COM Fax Number: 717-236-8278

Check this box if additional parties or attendees appear on back of form.

John A. Kelly CRC, Inc.
 Reporter's Signature

Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.