

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S) : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 08/08/96
 8. DOCKET NO: A-310482 F7002 : 9. EFFECTIVE DATE: 11/20/97

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: METRO TELECONNECT

COMP/APP COUNTY:

UTILITY CODE: 310482

ALLEGATION OR SUBJECT

DOCUMENT FOLDER

4/14/97 JOINT APPLICATION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA,
 D/B/A SPRINT; AND CELLULAR RENTALS, INC., D/B/A/ PA. TELECOM SOUTH FOR APPRO-
 VAL OF AN INTERCONNECTION AGREEMENT/RESALE AGREEMENT UNDER SECTION 252(E) OF
 THE TELECOMMUNICATIONS ACT OF 1996.....

DOCKETED
 FEB 16 2004

CAPTION SHEET

CASE MANAGEMENT SYSTEM

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 VAL OF AN INTERCONNECTION AGREEMENT/RESALE AGREEMENT UNDER SECTION 252(E) OF
 THE TELECOMMUNICATIONS ACT OF 1996.....

..... 4/29/04 JOINT PETITION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA
 D/B/A SPRINT AND METRO TELECONNECT COMPANIES, INC. FOR APPROVAL OF A MASTER
 INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT UNDER SECTION 252(E) OF THE
 TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED
MAY 05 2004

CAPTION SHEET

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- 2. BUREAU: OSA
- 3. SECTION(S):
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- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310482 F7002
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 08/08/96
- 9. EFFECTIVE DATE: 00/00/00 KJR

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: CELLULAR RENTALS, INC

COMP/APP COUNTY:

UTILITY CODE: 310482

ALLEGATION OR SUBJECT

APPLICATION OF CELLULAR RENTALS, INC., D/B/A PENNSYLVANIA TELECOM SOUTH, FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATION SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PA....

4/18/97 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND CELLULAR RENTALS, INC. FOR APPROVAL OF A RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

4/14/97 JOINT APPLICATION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA, D/B/A SPRINT; AND CELLULAR RENTALS, INC., D/B/A PA. TELECOM SOUTH FOR APPROVAL OF AN INTERCONNECTION/RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

DOCKETED

JUN 4 1997

DOCUMENT FOLDER

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: FUS :
- 3. SECTION(S) : :
- 5. APPROVED BY: : 4. PUBLIC MEETING DATE: 00/00/00
- DIRECTOR: :
- SUPERVISOR: :
- 6. PERSON IN CHARGE: : 7. DATE FILED: 08/08/96
- 8. DOCKET NO: A-310482 *F7DCJ* : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: CELLULAR RENTALS, INC

COMP/APP COUNTY:

UTILITY CODE: 310482

ALLEGATION OR SUBJECT

APPLICATION OF CELLULAR RENTALS, INC., D/B/A PENNSYLVANIA TELECOM SOUTH, FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATION SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PA...
 4/18/97 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND CELLULAR RENTALS, INC. FOR APPROVAL OF A RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....
 4/14/97 JOINT APPLICATION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA, D/B/A SPRINT; AND CELLULAR RENTALS, INC., D/B/A PA. TELECOM SOUTH FOR APPROVAL OF AN INTERCONNECTION/RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....
 ...10/17/97 JOINT APPLICATION FOR APPROVAL OF A RESALE AGREEMENT BETWEEN GTE NORTH INCORPORATED AND CELLULAR RENTALS, INC. UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....
4/8/99 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND CELLULAR RENTALS, INC. FOR APPROVAL OF A RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....
4/28/00 JOINT APPLICATION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA D/B/A SPRINT AND CELLULAR RENTALS, INC. D/B/A PA TELECOM FOR APPROVAL OF A REPLACEMENT MASTER RESALE AGREEMENT UNDER SECTION 252(A)(1) AND (E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

DOCUMENT FOLDER

DOCKETED APR 28 2000



Daniel T. Dineen
Vice President-General Counsel & Secretary
Pennsylvania and New Jersey

0000174
North Central Operations
1301 Walnut Bottom Road
Carlisle, Pennsylvania 17013-0905
Telephone (717) 245-6210
Fax (717) 240-4901

DOCUMENT
FOLDER

April 11, 1997

ORIGINAL

Prothonotary
Pennsylvania Public Utility Commission
P. O. Box 3265
Commonwealth Avenue and North Street
North Office Building
Harrisburg, PA 17105-3265

RECEIVED
PROTHONOTARY'S OFFICE
97 APR 14 AM 11:5

Re: Joint Application of The United Telephone Company of
Pennsylvania, d/b/a Sprint and Cellular Rentals, Inc.,
d/b/a Pa. Telecom South for Approval of an Inter-
connection/Resale Agreement Under Section 252(e) of The
Telecommunications Act of 1996, Docket No. A-310482 F7002

Dear Prothonotary:

Enclosed please find an original and two (2) copies of The
United Telephone Company of Pennsylvania's and Cellular Rentals,
Inc.'s, d/b/a Pa. Telecom South Joint Application for Approval of an
Interconnection Resale Agreement for filing in the above-captioned
proceeding.

Please date stamp the enclosed additional copy and return it
to me in the enclosed, self-addressed envelope.

Thank you for your assistance in this matter. Please call me
if you have any questions concerning this filing.

Sincerely,

Daniel T. Dineen

DTD/pn
Enclosures
cc: Attached Service List

143

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

JOINT APPLICATION OF THE UNITED :
TELEPHONE COMPANY OF PENNSYLVANIA :
AND CELLULAR RENTALS, INC., d/b/a :
PENNSYLVANIA TELECOM SOUTH FOR :
APPROVAL OF AN INTERCONNECTION/ :
RESALE AGREEMENT UNDER SECTION :
252(e) OF THE TELECOMMUNICATIONS :
ACT OF 1996 :

DOCKET NO. ~~A-31082~~

A-310482

RECEIVED
PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE
F702

97 APR 14 AM 11:56

JOINT APPLICATION

The United Telephone Company of Pennsylvania ("Sprint/United") and Cellular Rentals, Inc., d/b/a Pa. Telecom South ("Pa. Telecom") respectfully submit for the Pennsylvania Public Utility Commission's ("Commission") approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached Master Resale Agreement dated March 17, 1997 (the "Agreement"). The Agreement provides Pa. Telecom with access to Sprint/United's retail telecommunications services at wholesale prices, and ancillary services offered by Sprint/United, thereby facilitating Pa. Telecom's provision of competitive local exchange telephone service to both residential and business customers. The Agreement promotes local competition in Sprint/United's service territory, thereby fostering the goals of the 1996 Act. Pa. Telecom and Sprint/United, therefore, respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

¹ Citations herein to the 1996 Act should be construed as references to the sections of the Communications Act of 1934 as amended by the 1996 Act.

DOCUMENT DOCKETED
FOLDER
JUN 4 1997

In support of this request, Sprint/United and Pa. Telecom state as follows:

THE PARTIES

1. Sprint/United is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania. Sprint/United falls within the definition of "Rural Telephone Company" under Section 3(37)(D) of the Telecommunications Act of 1996 ("Act") because Sprint/United had less than 15% of its access lines in communities of more than 50,000 on the date of enactment of the Act.

Section 251(f)(1)(A) of the Act provides an exemption for rural telephone companies, such as Sprint/United, from the obligations imposed by Section 251(c) of the Act--including the obligation to negotiate, to provide resold services at wholesale rates, to interconnect at any technically feasible point and to provide unbundled access to network elements. Under Section 251(f)(1)(B), once a rural telephone company has received a *bona fide* request from a telecommunications carrier for interconnection, services or network elements and upon notice of said carrier to the state regulatory commission of its request, the state regulatory commission must determine whether the exemption should be terminated. This Section requires the Commission, within 120 days after receipt of the notice, to:

"terminate the exemption if the request is not unduly economically burdensome, is technically feasible, and

is consistent with Section 254 (other than subsections (b) (7) and (c) (1) (D) thereof."

The parties note that the Commission's Order on Reconsideration In re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799 (September 5, 1996) states on p. 12:

The actual provision of service [within an RTC service area] by the applicant cannot occur until the Commission makes the required finding that the request for interconnection would not be 'unduly economically burdensome, is technically feasible and is consistent with Section 254 (other than subsections (b) (7) and (c) (1) (D) thereof)'. [See Section 251(f) (1) (A).]

In order to allay any concerns and uncertainty surrounding the Commission's obligation under Section 251(f) (1) (B) related to this matter, and to avoid the Commission's need to make a 251(f) (1) (B) finding pursuant to its Order on Reconsideration, Sprint/United, as a rural telephone company, does not intend to assert or rely upon its Section 251(f) exemption from Section 251(c) obligations under the 1996 Act. However, Sprint/United is not waiving any claim that it is a rural telephone company for any other purposes under the 1996 Act.

2. Pa. Telecom is a competitive local exchange carrier that has applied to the Commission for authority to provide local exchange service throughout the state (Application of Pa. Telecom filed August 8, 1996). Pa. Telecom will not provide such service until the Commission acts on its pending application.

THE AGREEMENT

3. Sprint/United and Pa. Telecom have entered into the Agreement pursuant to Sections 251(c) and 252(a) of the 1996 Act.

4. The Agreement sets forth the terms, conditions and prices under which Sprint/United will offer and provide wholesale telecommunications services to Pa. Telecom for resale in Pennsylvania. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

5. The key provisions of this Agreement provide for:

- (i) Customers will retain their current telephone numbers when they switch to Pa. Telecom, and Sprint/United will install Pa. Telecom's customers as quickly as it installs its own end users;
- (ii) The resale of Sprint/United telecommunications retail services for an interim wholesale discount of 10.87% for all services except Operator Assistance and Directory Assistance for which a 15.26% discount applies;
- (iii) Sprint/United will publish Pa. Telecom's subscriber listings in its directories covering the scope of Sprint/United's local service areas; and
- (iv) Sprint/United and Pa. Telecom will work jointly to maintain a reliable network.

Interim rates for resale will be replaced with the permanent rates the Commission establishes in subsequent proceedings.

COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State Commission may only reject . . . an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

7. First, the Agreement does not discriminate against any other telecommunications carrier, consistent with Section 252(e)(2)(A)(i). To the contrary, Sprint/United is willing to make the resale arrangement contained in the Agreement available to any other telecommunications carrier intending to provide local telephone service in Sprint/United's territory. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Sprint/United pursuant to Section 252 of the 1996 Act.

8. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(A)(ii). It will permit Pa. Telecom to compete with Sprint/United as a local telephone service carrier reseller for both residential and business customers. The Agreement will also be available to all local exchange competitors under §252(i) of the

1996 Act. The Agreement, therefore, will facilitate vigorous local telephone service competition, with its promise of new services and lower prices which were anticipated by the 1996 Act.

APPROVAL OF THE AGREEMENT

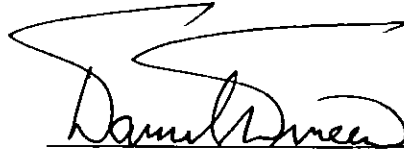
9. The parties respectfully request that the Commission expedite its review of the Agreement to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement, the parties request that the Commission act sooner than that date if at all possible.

10. Given that this is the first opportunity for the Commission to address competitive entry into Sprint/United's territory, Sprint/United recommends that the Commission adopt the following language in its Order approving this Agreement:

Sprint/United, as a rural telephone company, has advised this Commission that it does not intend to assert or rely upon its Section 251(f) exemption from Section 251(c) obligations under the 1996 Act. However, Sprint/United is not waiving any claim that it is a rural telephone company for any other purposes under the 1996 Act. Accordingly, in approving this Agreement or Pa. Telecom's Application to provide local exchange resale service, we are not compelled to make a Section 251(f)(1)(B) finding pursuant to page 12 of our Order on Reconsideration, In re: Implementation of the Telecommunications Act of 1996, Docket No. 00960799 (September 5, 1996).

WHEREFORE, Sprint/United and Pa. Telecom respectfully request that the Commission approve the attached Agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



Daniel T. Dineen
Daniel T. Dineen
Attorney for The United Telephone
Company of Pennsylvania
1201 Walnut Bottom Road
Carlisle, PA 17013
717/245-6210



Glenn S. Richards
Glenn S. Richards
Fisher Wayland Cooper Leader
& Zaragoza, L.L.P.
Attorney for Cellular Rentals, Inc.
2001 Pennsylvania Avenue, NW
Suite 400
Washington, DC 20006
202/775-5678

Dated: April 11, 1997



MASTER RESALE AGREEMENT

**BETWEEN UNITED TELEPHONE COMPANY OF PENNSYLVANIA
AND CELLULAR RENTALS, INC. DBA PA. TELECOM**

March 17, 1997

This Agreement represents the positions of the Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

MASTER RESALE AGREEMENT

	<u>Page</u>
I. DEFINITIONS.....	1
II. SCOPE, TERM AND TERMINATION	4
A. Scope.....	4
B. Term.....	5
C. Termination.....	6
III. RESALE OF LOCAL SERVICES.....	6
A. Scope.....	6
B. Charges and Billing	7
C. Pricing	8
D. Provisioning and Installation	8
IV. NETWORK MAINTENANCE AND MANAGEMENT.....	9
A. General Requirements	9
B. Transfer of Service Announcements	10
C. Repair Calls.....	10
D. Restoration of Service in the Event of Outages.....	11
E. Service Projections.....	11
F. Quality Service	11
G. Information.....	12
V. ADDITIONAL SERVICES.....	12
A. 911/E911	12
B. White/Yellow Page Directory Listings and Distribution	12
C. Directory Assistance.....	15
D. Operator Services	16
VI. ADDITIONAL RESPONSIBILITIES OF THE PARTIES	17
A. Cooperation on Fraud	17
B. Proprietary Information.....	18
C. Law Enforcement and Civil Process	18
VII. FORCE MAJEURE.....	19
VIII. LIMITATION OF LIABILITY	19
IX. INDEMNIFICATION	19
X. ASSIGNMENT	20
XI. MISCELLANEOUS	21
A. Governing Law	21
B. Compliance with Laws	21
C. Notices.....	21
D. Good Faith.....	21
E. Headings	22
F. Execution	22
G. Benefit.....	22
H. Survivorship.....	22
I. Entire Agreement	22

EXHIBIT 1 - Rates and Pricing

MASTER RESALE AGREEMENT

This Agreement is between Cellular Rentals, Inc. dba Pa. Telecom ("Carrier") and United Telephone Company of Pennsylvania ("Company") hereinafter collectively, "the Parties", entered into this 17th day of March, 1997, for the State of Pennsylvania

WHEREAS, the Parties wish to establish terms and conditions for the purposes of fulfilling Company's obligations established by 251(b) and (c) of the Act, as defined herein;

THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. **Act** - means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
3. **Affiliate** - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Agreement, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty percent (50%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. **Bell Communications Research ("Bellcore")** - means an organization owned jointly by the Bell regional holding companies, or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
5. **Central Office Switch, End Office or Tandem (hereinafter "Central Office" or "CO")** - means a switching facility within the public switched telecommunications network, including but not limited to:

End Office Switches which are switches from which end-user Telephone Exchange Services are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.

6. **Centralized Message Distribution System ("CMDMS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
7. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 Code of Federal Regulations § 20.3.
8. **Commission** - means the commission, board, or official (by whatever name designated) which under the laws of any State has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in this part, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under section 251 and 252 of the Act.
9. **Competitive Local Exchange Carrier ("CLEC")** or Alternative Local Exchange Carrier ("ALEC") - means any company or person authorized to provide local exchange services in competition with an ILEC.
10. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
11. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (f)(1) and FCC regulations issued pursuant thereto.
12. **Electronic Interfaces** - means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions. For the purposes of this Agreement, Company shall provide such Electronic Interfaces pursuant to industry standards within twelve months after such standards have been established to allow information, operational and timeliness Parity.
13. **FCC** - means Federal Communications Commission.
14. **Incumbent Local Exchange Carrier ("ILEC")** - is any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

15. **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
16. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
17. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intraLATA toll).
18. **Local Traffic** - means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the service territory of the Company as defined in its then current Local Exchange Tariff. Local Traffic shall also include mandatory Extended Area Calling, as that term is commonly used in the telecommunications industry, and any other traffic for which there is no additional charge for termination.
19. **Meet Point Billing** - means an arrangement whereby two local service providers (including an ILEC and a CLEC) jointly provide exchange access to an IXC for purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges associated with its proportionate share of such service. A "meet point" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends. A "meet point interconnection arrangement" is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.
20. **Most Favored Nations ("MFN")** - shall have the meaning set forth in Section II, A, 2.
21. **Multiple Exchange Carrier Access Billing ("MECAB")** - means the document prepared by the Billing Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and is published by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of exchange service access provided by two or more LECs and/or CLECs, or by one ILEC in two or more states within a single LATA.
22. **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD")** - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for exchange service access which is to be provided by two or more ILECs and/or CLECs.

23. **Numbering Plan Area ("NPA")** - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.
24. **Parity** - means nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings with no unreasonable dialing delays between functions the Company performs for itself and functions it performs for/or makes available to Carrier.
25. **Rebranding** - occurs when Carrier purchases a wholesale service from Company when the Carrier brand is substituted for the Company brand.
26. **Telecommunications Services** - shall have the meaning set forth in 47 USC §153(6). Said services do not include Voice Mail/MessageLine, Inside Wire Maintenance, CMRS, Lifeline (and similar government programs), COCOT lines and Employee Concessions.
27. **Undefined Terms** - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
28. **Wholesale Service** - means any regulated Telecommunication Services that Company provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC §251(c)(4).

II. SCOPE, TERM AND TERMINATION

A. **Scope**

1. The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the tariff shall control to the extent allowed by law or Commission Order.
2. If, at any time while this Agreement is in effect, Company provides any individual service arrangement contained in this agreement for the provision of a telecommunications service, as used herein, to a telecommunications carrier, as defined in 47 Code of Federal

Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such individual service arrangement upon the same rates, terms, and conditions as those provided to said telecommunications carrier in place of the specific service arrangement otherwise applicable under this Agreement for its own arrangements with Company. This obligation shall not apply where Company proves to the Commission that the costs of providing a particular service to Carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or the provision of a particular service to the requesting carrier is not technically feasible. Individual service arrangements shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection.

3. Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement is subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of an appeal of the decision of a Commission or the FCC, in the exercise of their respective jurisdictions (whether said changes or modifications result from an order issued on an appeal of the decision of a Commission or the FCC, a rulemaking proceeding, a generic investigation or an arbitration proceeding conducted by a Commission or FCC which applies to the Company or in which the Commission or FCC makes a generic determination) to the extent that said changes apply to all similar Company agreements or interconnection requirements in general. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

B. Term

1. This Agreement shall be deemed effective upon approval by a Commission of appropriate jurisdiction. No order or request for services under this Agreement shall be processed until this Agreement is so approved.
2. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a period of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

C. Termination

1. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement is executed by the Parties, or (b) standard terms and conditions contained in Company's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.
2. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
 - a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
3. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

III. RESALE OF LOCAL SERVICES

A. Scope

1. Company retail Telecommunications Services shall be available for resale at wholesale prices pursuant to 47 USC §251(c)(4). Services that are not retail Telecommunications Services and, thus, not covered by this Agreement and not available for resale at wholesale prices include, but are not limited to, Voice Mail/MessageLine, Inside Wire Maintenance, CMRS services, Lifeline services and similar government programs (underlying access service will be resold but Carrier must qualify its offering for these programs), promotions of less than ninety (90) days and Employee Concessions.
2. Until such time as additional clarification of Sprint's obligations with respect to the resale of COCOT lines has been provided by the FCC or Commission, COCOT lines will not be resold at wholesale prices under this Agreement.
3. Except as set forth above and as may be imposed by the FCC or Commission, Company shall not place conditions or restrictions on Carrier's resale of wholesale regulated

Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers). Every regulated retail service rate, including promotions over 90-days in length, discounts, and option plans will have a corresponding wholesale rate. Company will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.

4. Company will continue to provide existing databases and signaling support for wholesale services at no additional cost.
5. Company will make any service grandfathered to an end-user or any Individual Case Basis ("ICB") service available to Carrier for resale to that same end-user at the same location(s) and will provide any legally required notice or a 30-days notice, whichever is less, to Carrier prior to the effective date of changes in or discontinuation of any product or service that is available for resale hereunder.
6. Company will continue to provide Primary Interexchange Carrier ("PIC") processing for those end-users obtaining resold service from Carrier. Company will bill and Carrier will pay any PIC change charges. Company will only accept said requests for PIC changes from Carrier and not from Carrier's end users.
7. Company shall allow Carrier customers to retain their current telephone number when technically feasible within the same Company Wire Center and shall install Carrier customers as quickly as it installs its own end-users.

B. Charges and Billing

1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Company and Company shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
2. Company will be responsible for returning EMI/EMR records to IXCs with the Carrier disconnect rejection code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI"). (i.e., Billing Number).
3. Company will deliver a monthly statement for wholesale services based upon a mutually agreed upon schedule as follows:
 - a. Invoices will be provided in a standard carrier access billing format or other such format as Company may determine;
 - b. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMR industry format will be exchanged daily or at other mutually agreed upon intervals;

- c. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra region alternately billed messages;
- d. Company agrees to provide information on the end-user's selection of special features where Company maintains such information (e.g., billing method, special language) when Carrier places the order for service; and

C. Pricing

Pricing shall be developed based on 47 USC §252(d)(3) where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations. The wholesale rate shall be, until such time as avoided cost studies in compliance with applicable Commission requirements have been approved, as set forth on Exhibit 1. In the event the Commission does establish rates that differ from the rates established pursuant to this agreement, the rates established by the Commission shall be implemented and adjustments to past compensation shall be made to allow each party to receive the level of compensation it would have received had the rates in this agreement equaled the rates later established by the Commission ("True-up"). This "true-up" period shall be limited to the 6 months prior to Commission's Final Order establishing new rates. The wholesale dollar discount amount shall be calculated by multiplying the applicable avoided discount percentage to the retail service rates that were in effect as of November 1, 1996.

D. Provisioning and Installation

1. All ordering processes and systems utilized by the Company for the provision of services to Carrier shall be provided at Parity with the services Company provides to itself and its affiliates. Electronic Interfaces for the exchange of ordering information will be adopted and made available pursuant to and within twelve (12) months of the establishment of industry standards. In the absence of industry standards, interim electronic access to Company systems will be established as indicated on Exhibit 2.
2. Carrier and Company may order Primary Local Carrier ("PLC") and Primary Interexchange Carrier ("PIC") record changes using the same order process and on a unified order.
3. A general Letter of Agency ("LOA") initiated by Carrier or Company will be required to process a PLC or PIC change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Company. Carrier and Company agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules.
4. Each Party will provide the other, if requested, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user consisting of local features, products, services, elements, combinations, and any

customer status qualifying the customer for a special service (e.g., DA exempt, lifeline, etc.) provided by the Party to that end-user.

5. Until such time as numbering is administered by a third party, Company shall provide Carrier the ability to obtain telephone numbers from the Company, and to assign these numbers with the Carrier customer. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the Company. Carrier shall pay Company the reasonable administrative costs of this function.
6. Company shall provide Carrier the ability to order all available features on its switches (e.g., call blocking of 900 and 976 calls by line or trunk).
7. The Company will direct customer to Carrier for requests changing their Carrier service. The Company shall process all PIC changes provided by Carrier on behalf of IXCs. If PIC changes are received by Company directly from IXCs, Company shall reject the PIC change back to the IXC with the OCN of Carrier in the appropriate field of the industry standard CARE record.
8. Company shall cooperate with Carrier, before Carrier offers commercial service, in testing all *electronic ordering, provisioning, maintenance, billing and other Electronic Interfaces*, when available, and internal systems to insure accurate and timely installation and billing occurs. Carrier shall pay Company the reasonable administrative costs of this function.

IV. NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. 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, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Company agrees to work toward having service centers dedicated to CLECs available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
4. Voice response units, similar technologies, intercept solutions or live referrals should be used to refer/transfer calls from customers to the proper carrier for action. Neither Party shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.

5. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than one percent of either Party's circuits in any exchange on a real-time basis.
 6. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct LERG data is considered part of this requirement.
 7. The Company shall provide repair progress status reports so that Carrier will be able to provide its end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). The Company will close all trouble reports with Carrier. Carrier will close all trouble reports with its end-user.
 8. A non-branded, or at Carrier's cost a branded, customer-not-at-home card shall be left by Company at the customer's premises when a Carrier customer is not at home for an appointment and Company performs repair or installation services on behalf of Carrier.
 9. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when they respond to alarms for their own customers.
 10. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).
- B. Transfer of Service Announcements** - When an end-user who continues to be located within the local calling area changes from Company to Carrier, or from Carrier to Company, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide a new number announcement on the inactive telephone number upon request, for a minimum period of 90 days (or some shorter reasonable period when numbers are in short supply), at no charge to the end-user or either Party unless Carrier or Company has a tariff on file to charge end-users. This announcement will provide details on the new number to be dialed to reach this customer.
- C. Repair Calls** - Carrier and Company will employ the following procedures for handling misdirected repair calls:
1. Carrier and Company will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end-user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.

3. Carrier and Company will provide their respective repair contact numbers to one another on a reciprocal basis.

D. Restoration of Service in the Event of Outages - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

E. Service Projections - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

F. Quality of Service

1. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or other carriers at any given time to ensure Parity in treatment.

2. Company shall provide Carrier maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at Parity with service provided to Company end-users and/or other carriers.

3. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.

4. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

G. Information

1. Order confirmation must be provided within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.

V. ADDITIONAL SERVICES

A. 911/E911

1. Description

- a. Where Company is the owner or operator of the 911/E911 database, Company will maintain, and the Parties will agree upon the time frame for automated input and daily updating of 911/E911 database information related to Carrier end-users. Company will work cooperatively with Carrier to ensure the accuracy of the data transfer. Carrier shall use the agreed upon standard for street addressing and abbreviations, including a Carrier Code (NENA standard 5 - character field) on all ALI records sent to Company. Carrier is responsible for record data it provides to Company for entry in the database or, when available, for the information it enters into the database and agrees to indemnify and hold Company harmless from any and all claims or actions arising out of or relating to Carrier's negligence or intentional acts, errors or omissions in providing the record data to Company.
- b. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.

B. White/Yellow Page Directory Listings and Distribution

1. General Requirements.

The directory listings and distribution terms and rates specified in this section shall apply to listings of Carrier customer numbers falling within NXX codes directly assigned to Carrier, to listings of Carrier customer telephone numbers which are obtained by Carrier (or its customers) pursuant to Local Telephone Number Portability Arrangements, and to listings of customers served through resale of Company services. Company shall publish *Carrier listings in those Company directories covering the geographic scope of Carriers local service areas*. The terms of this section may require a subsequent additional agreement with Company's Directory Publishing Company which Company will assist Carrier in obtaining under the terms outlined below.

- a. Company will include Carrier's customer telephone numbers plus Carrier's customer service and repair contact information, in a style and format (e.g., type, size, location in book, etc.) similar to how Company provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which Carrier provides services to such customers, and will distribute printed White and Yellow Pages directories to Carrier's end-user customers, in the same manner it provides those functions for its own customers or at the option of Carrier, to Carrier for distribution to its end-users. Either Party may withhold provision of non-published telephone numbers of its end-users to the other Party.
- b. At Carrier's request, Carrier's critical contact information shall appear on a Carrier Information Page appearing in the "Informational Pages" section of Company's telephone directory listing Carrier critical end-user contact information regarding emergency services, billing and service information, repair services, and other pertinent telephone numbers relative to Carrier. Carrier's information shall conform to all applicable regulatory requirements. Carrier will not incur any additional charges for inclusion of this information. Additional Information pages will be made available at the same price as Company is charged by its directory publisher or at TELRIC plus a reasonable allocation of joint and common costs, whichever is lower.
- c. Carrier will provide Company with its directory listings and daily updates to those listings in an industry-accepted format and via an agreed upon medium.
- d. Carrier and Company will accord Carrier's directory listing information the same level of confidentiality which Company accords its own directory listing information, and Company shall ensure that access to Carrier's customer proprietary confidential directory information will be limited solely to those Company employees who are directly involved in the preparation of listings.
- e. Company and Carrier will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include Carrier customer listings. Unless required by law, Company will not provide/sell Carrier's listings to any third parties without Carrier's prior written approval.
- f. Company shall provide Parity directory distribution, directory database maintenance, and directory listings for Carriers and its customers under the same terms that Company provides these same services for its end-user to the extent permitted by Section 222 of the Act.
- g. The Company's Yellow Pages directory Publisher shall be entitled to the revenues from the sale of Yellow Pages advertising. The Yellow Pages directory Publisher shall treat Carrier's customers in the same fashion and using the same publishing

standards and policies and on a nondiscriminatory basis with Company's customers.

2. Compensation

Carrier and Company shall be treated in a non discriminatory manner concerning white and yellow pages directory expense responsibility, based on proportionate listing allocation of said expense, and in the same manner white and yellow pages additional listings, bolding, color, in-column advertising and display advertising profits or revenues shared with the Company by the directory publisher shall be shared with Carrier. However, Company (or its directory publisher) may elect to forego expense and revenue/profit sharing with Carrier and instead, at no charge to Carrier, publish Carrier's customer's directory listings, publish a Carrier Information Page in the white pages directory, provide initial directory distribution to Carrier's customers and maintain any required directory listing publication databases.

3. Billing

- a. The Yellow Pages advertising billed to Carrier end-users will be rendered separately to Carrier customers by publisher. On Carrier billed accounts, the name of Company as the Directory Services Provider will appear. Carrier shall not increase the billing to end-users and does not become a resale or sales agent of Company's directory by virtue of this provision.
- b. The directory publisher shall invoice Carrier's customer directly for white pages advertising, color or white page bolding, or at the option of Company, as outlined in (a) above, Carrier may invoice its end-users for directory charges.

4. Information

- a. Company shall provide to Carrier the publishing cycles and deadlines to ensure timely receipt and publication of Carrier's customer information.
- b. Company shall identify the calling area covered by each directory and provide such information to Carrier in a timely manner.

5. Quality of Service

- a. The end-to-end interval for updating the database with Carrier customer data must be the same as provided for the Company's end-users.
- b. Company will provide an automated capability (e.g., tape transfer or other data feed) to update the Company directory database.

C. Directory Assistance

1. General Requirements

- a. Where Company is a directory assistance service provider, at Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will provide to Carrier for resale, Carrier branded directory assistance service which is comparable in every other way to the directory assistance service Company makes available to its own end-users.
- b. Company will make Carrier's data available to anyone calling the Company's DA and will update its database with Carrier's data in Parity with updates from its own data.
- c. Company may store proprietary customer information provided by Carrier in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Carrier's or Carrier customer's *proprietary or protected information*.
- d. Carrier may limit the Company's use of Carrier's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data subject to proper compensation.
- e. If Directory Assistance is a separate retail service provided by Company, Company must allow wholesale resale of Company DA service.
- f. To the extent Company provides directory assistance service, Carrier will provide its listings to Company via data and processed directory assistance feeds in accordance with an agreed upon industry format. Company shall include Carrier listings in its directory assistance database.
- g. Carrier has the right to license Company unbundled directory databases and sub databases and utilize them in the provision of its own DA service. To the extent that Carrier includes Company listings in its own directory assistance database, Carrier shall make Company's data available to anyone calling Carrier's DA.
- h. Company will make available to Carrier all DA service enhancements on a non-discriminatory basis.
- i. When technically feasible and requested by Carrier, Company will route Carrier customer DA calls to Carrier DA centers.

2. Business Processes

- a. The Company will, consistent with Section 222 of the Act, update and maintain the DA database with Carrier data, utilizing the same procedures it uses for its own customers, for those Carrier customers who:

Disconnect	Change Carrier
Install	"Change" orders
Are Non-Published	Are Non-Listed
Are Non-Published/Non-Listed	

- b. Carrier shall bill its own end-users.
- c. Carrier will be billed in an agreed upon standard format.
- d. Company and Carrier will develop intercompany procedures to correct errors when they are identified in the database.

3. Compensation

- a. When Carrier is rebranding the local service of Company, directory assistance that is provided without separate charge to end-users will be provided to Carrier end-users as part of the basic wholesale local service, subject to any additional actual expense to brand the service with Carrier's brand. Where DA is separately charged as a retail service by Company, Carrier shall pay for DA service at retail less avoided cost.
- b. Company shall place Carrier end-users listings in its directory assistance database for no charge.
- c. Company shall, subject to Section 222 of the Act, make its unbundled directory assistance database available to Carrier. Prices shall be set at TELRIC plus a reasonable allocation of joint and common costs.
- d. Any additional actual trunking costs necessary to provide a Carrier branded resold directory assistance service or routing to Carrier's own directory assistance service location shall be paid by Carrier.

D. Operator Services

1. General Requirements

- a. Where Company (or a Company Affiliate on behalf of Company) provides operator services, at Carrier's request (subject to any existing system capacity

restraints which Company shall work to overcome). Company will provide to Carrier, Carrier branded operator service which is comparable in every other way to operator services Company makes available to its own end-users.

- b. At Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will route Operator Service traffic of Carrier's customers to the Carrier's Operator Service Center.
- c. Company shall provide operator service features to include the following: (i) local call completion 0- and 0+, billed to calling cards, billed collect, and billed to third party, and (ii) billable time and charges, etc.

2. Compensation

- a. Company shall provide operator services for resale at wholesale prices.
- b. When Carrier requests Carrier branded Company operator services for resale any actual additional trunking costs associated with Carrier branding shall be paid by Carrier.
- c. The Parties shall jointly establish a procedure whereby they will coordinate Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end-users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. Carrier and Company will reciprocally provide adequate connectivity to facilitate this capability. In addition, upon request of Carrier, Company will make available to Carrier for purchase under contract BLV and BLVI services at wholesale rates.

VI. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Cooperation on Fraud

1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
2. At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

B. Proprietary Information

1. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.
2. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; or (d) is released by the providing Party in writing.
3. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
4. All records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.
5. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

C. Law Enforcement And Civil Process

1. Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

2. **Subpoenas**

If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end-users service provider, in which case the Party will respond to any valid request.

3. **Hostage or Barricaded Persons Emergencies**

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

VII. **FORCE MAJEURE**

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, strikes or work stoppages, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

VIII. **LIMITATION OF LIABILITY**

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a party's obligation under IX to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Company's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

IX. **INDEMNIFICATION**

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party—either individually or jointly with the indemnifying Party—for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- B. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C. When the lines or services of other companies and Carriers 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 the other companies or Carriers.
- D. In addition to its indemnity obligations hereunder, each Party shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) consequential damages (as defined in VIII. above).

X. ASSIGNMENT

- A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

XI. MISCELLANEOUS

- A. **Governing Law** - The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the resale service is provided.
- B. **Compliance With Laws** - Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.
- C. **Notices** - All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by *certified mail, postage prepaid, return receipt requested, on the date the mail is delivered* or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company:

If to Carrier:

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

- D. **Good Faith** - The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree

to cooperate with each other in good faith. This Agreement may be modified by a written instrument only, executed by each Party hereto.

- E. **Headings** - The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- F. **Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- G. **Benefit** - The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- H. **Survivorship** - Sections VI, VIII, and IX shall survive termination or expiration of this Agreement.
- I. **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have cause this Agreement to be executed by their respective duly authorized representatives.

United Telephone Company of Pennsylvania Cellular Rentals, Inc. dba Pa. Telecom

By: Richard C. Eckhart

By: Karis D. Lewellen-Hazam

Name: RICHARD C. Eckhart

Name: Karis D. Lewellen-Hazam

Title: V.P. REGULATORY and CARRIER
SERVICES

Title: President

Discount Percentage Categories I - II

State/Company	All Other Discount CATEGORY I	OP Assistance/DA Discount CATEGORY II
Pennsylvania	10.87%	15.26%

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the attached document upon those individuals listed below in accordance with the requirements of 52 Pa. Code §1.54:

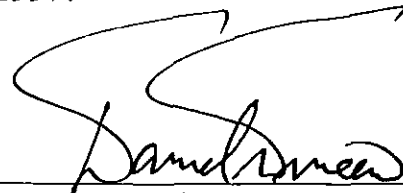
Glenn S. Richards, Esq.
Fisher Wayland Cooper Leader & Zargoza, L.L.P.
2001 Pennsylvania Avenue, NW
Suite 400
Washington, DC 20006

Office of Consumer Advocate
1425 Strawberry Square.
Harrisburg, PA 17120

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

Office of Trial Staff
P. O. Box 3265
Harrisburg, PA 17105-3265

Dated this 11th day of April, 1997.



Daniel T. Dineen

Counsel for
The United Telephone Company
of Pennsylvania

DATE: June 4, 1997

SUBJECT: A-310482 *F7002*

TO: Office of Special Assistants

FROM: *WJZ* John G. Alford, Secretary

DOCUMENT
FOLDER 1

DOCKETED

JUN 4 1997

KJR

JOINT APPLICATION OF THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA, D/B/A/ SPRINT; AND CELLULAR RENTALS, INC. D/B/A PA. TELECOM SOUTH FOR APPROVAL OF AN INTERCONNECTION/RESALE AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996

Attached is copy of a Joint Application for Approval of Interconnection/Resale Agreement filed in connection with the above docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on June 14,, 1997. Comments are due on or before 20 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

wjz

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Application of the United Telephone Company of Pennsylvania, d/b/a Sprint; and Cellular Rentals, Inc. d/b/a Pa. Telecom South for approval of an Interconnection/Resale Agreement Under Section 252(e) of the Telecommunications Act of 1996.

Docket Number: A-310482 *F7002*

United Telephone Company of Pennsylvania, d/b/a Sprint; and Cellular Rentals, Inc. d/b/a Pa. Telecom South, by its counsel, filed on April 14, 1997, at the Public Utility Commission, a Joint Application for approval of an Interconnection/Resale Agreement.

Interested parties may file comments concerning the application and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 20 days after the date of publication of this notice. Copies of the United Telephone Company of Pennsylvania, d/b/a Sprint; and Cellular Rentals, Inc. d/b/a Pa. Telecom South Joint Application of an Interconnection/Resale Agreement are on file with the Pennsylvania Public Utility Commission and are available for public inspection. Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, 787-7466.

DOCKETED

JUN 4 1997

BY THE COMMISSION

John G. Alford

John G. Alford
Secretary

DOCUMENT
FOLDER

PA. CODE & BULLETIN

97 JUN -4 AM 11:03

RECEIVED
LEGISLATIVE REFERENCE
BUREAU