

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 03/22/05
8. DOCKET NO: A-311275 F7018	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: FRONTIER COMMUNICATIONS OF BREEZEWOOD

RESPONDENT/APPLICANT: SOUTHWESTERN BELL MOBILE SYSTEM

COMP/APP COUNTY: UTILITY CODE: 311275

ALLEGATION OR SUBJECT

JOINT PETITION OF FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC AND SOUTHWESTERN BELL MOBILE SYSTEMS, LLC D/B/A CINGULAR WIRELESS FOR APPROVAL OF INTERCONNECTION AGREEMENT AND AMENDMENT NO. 1 UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT  
FOLDER

DOCKETED  
MAR 29 2005

February 9, 2005

Honorable James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street / 2<sup>nd</sup> Floor, Room N201  
Harrisburg, PA 17120

DOCUMENT  
FOLDER

RECEIVED

MAR 22  
FEB 11 2005 *adt*

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: <sup>*Amendment No. 1*</sup> ~~Filing of Amendment No. 1~~ **Filing of *Amendment No. 1* to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services between Frontier Communications of Pennsylvania, LLC and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless – Adding Frontier Communications of Breezewood, LLC as a Party** *A-311275F-7018*

Dear Secretary McNulty:

In accordance with Section 252(e) of the Telecommunications Act of 1996 (the "Act"), and the Commission's interim procedures in its June 26, 2003 Tentative Order in Docket No. M-009-60799, Proposed Modifications to the Review of Interconnection Agreements, **Frontier Communications of Breezewood, LLC** ("Frontier") is herewith filing an *Amendment No. 1 to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services* between Frontier and **Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless**, governing interconnection arrangements in Frontier's service area. This Agreement is submitted for Commission approval under Sections 252(e)(1) and (e)(2).

*Please acknowledge your receipt of the above-referenced Amendment by date-stamping the enclosed photocopy of this transmittal letter and returning it to me in the self-addressed post-paid envelope I have provided.*

*59*  
*18*

Also enclosed are (1) an **Affidavit** certifying that the attachment is a true and correct copy of the executed *Amendment No. 1 to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services*, and (2) a diskette containing the electronic version of said Agreement, which is also a true and correct copy.

The Act specifies in Section 252(e)(4) that, if a state agency does not act to approve or reject an agreement reached by negotiation within ninety (90) days following the filing, it shall be deemed approved.

Cingular Wireless is represented by:

**Cingular Wireless**  
**Attn: Sr. Interconnection Manager**  
**5565 Glenridge Connector, Suite 1520**  
**Atlanta, GA 30342**  
**Tel: 404-236-6902**  
**Fax: 404-236-6262**

If you have any questions regarding this matter, please feel free to call me at (585) 777-7270.

Very truly yours,



Gregg C. Sayre  
Associate General Counsel –  
Eastern Region

GCS/hmj

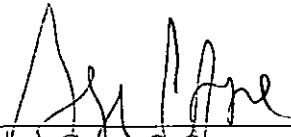
Enc. (original, 3 copies, and diskette)

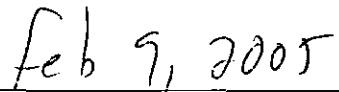
cc: Sr. Interconnection Manager – Cingular Wireless  
Rod Cameron, Interconnection Manager – Citizens/Frontier  
Office of the Consumer Advocate, 555 Walnut Street, Harrisburg, PA 17101  
Office of the Small Business Advocate, 1102 Commerce Bldg., 300 2<sup>nd</sup> St.,  
Harrisburg, PA 17101

**AFFIDAVIT**

I, Gregg C. Sayre, depose and state:

I am the Assistant Secretary of Frontier Communications of Breezewood, LLC. My address is 180 South Clinton Avenue, Rochester, New York 14646. The facts relating to the matters addressed in the *Amendment No. 1 to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services* (the "Amendment") between **Frontier and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless** have come to be known to me in the course of my employment. I have reviewed same Agreement (attached) and attest that it is a true and correct copy of the *Amendment No. 1 to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services* executed by the parties.

  
\_\_\_\_\_  
Gregg C. Sayre

  
\_\_\_\_\_  
Date

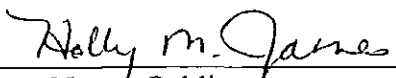
**NOTARY CERTIFICATION**

State of New York )  
County of Monroe ) ss:

**TO WIT:**

On February 9, 2005, before me, a Notary Public of such State and County, appeared Gregg C. Sayre, who is the individual who executed this Affidavit.

Subscribed and sworn to before me this 9th day of February, 2005. My Commission expires on Nov. 30, 2006.

  
\_\_\_\_\_  
Notary Public  
HOLLY M. JAMES  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires Nov. 30, 2006  
N.Y.

**AMENDMENT ONE TO THE INTERCONNECTION AND TRAFFIC  
INTERCHANGE AGREEMENT FOR CELLULAR AND OTHER 2-WAY  
RADIO SERVICES**

This Amendment One to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services ("Agreement") between those divisions and/or subsidiaries of Frontier Communications of Pennsylvania, Inc. ("Frontier") and Southwestern Bell Mobile Systems, LLC dba Cingular Wireless ("Carrier") is made on this 11<sup>th</sup> day of November, 2004. Frontier and Carrier are referred to herein collectively as the "Parties".

Frontier and Carrier entered into the Agreement on June 24, 2003.

Frontier and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Amend existing Agreement to include the following legal entities:

Frontier Communications of Lakewood, LLC  
Frontier Communications of Breezewood, LLC  
Frontier Communications of Canton, LLC  
Frontier Communications of Oswayo River, LLC

2. Amend existing Agreement to include a new Service Attachment attached hereto:

SERVICE ATTACHMENT - INDIRECT

All other terms and conditions of the Agreement will remain in full force and effect.

Southwestern Bell Mobile Systems, LLC  
dba Cingular Wireless

By: Michael F. Van Weelden

Typed: Michael F. Van Weelden

Title: Director SCM- Network

Date: 12-6-04

Frontier Communications of Pennsylvania, Inc.  
Frontier Communications of Pennsylvania, Inc.  
Frontier Communications of Lakewood, LLC  
Frontier Communications of Breezewood, LLC  
Frontier Communications of Canton, LLC  
Frontier Communications of Oswayo River, LLC

By: John G. Cook

Typed: John G. Cook

Title: Director Carrier Svc

Date: 12/7/04

*BLST*  
*OK, case*

## SERVICE ATTACHMENT - INDIRECT

### Section 1 - Description

Carrier Name: Southwestern Bell Mobile Systems,LLC

Carrier OCN: Southwestern Bell Mobile Sysytems, LLC- 6667

The Point of Interconnection (POI) for this indirect interconnection is at the local exchange boundary of Frontier.

State/Entity: PA / Frontier Communications of Pennsylvania, Inc.  
Frontier Communications of Lakewood, LLC  
Frontier Communications of Breezewood, LLC  
Frontier Communications of Canton, LLC  
Frontier Communications of Oswayo River, LLC

Effective Date: Upon execution by both Parties

### Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that originate in the Frontier Local Calling Area at the Point of Interconnection. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Frontier Exchange Area in Carrier's Service Area. All other traffic is subject to access rates.

*The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local traffic interchanged between them.*

2.2	Mobile-to-Land (Terminating) per minute*	\$0.0112
	Land-to-Mobile (Customer charges Frontier) per minute	\$0.0112
	Tandem Transit	\$0.0061854
	Non-MTA**	Access rates apply

\*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Frontier exchange area within the MTA

\*\*applicable to mobile-to-land (terminating) calls terminating at a point in a Frontier exchange area but which did not originate on Carrier's system within Service Area

### Section 3 - Network Facilities

This Agreement relates to the exchange of Local Traffic between the respective networks of Carrier and Frontier, which uses the tandem switching facilities of a third party. Unless a direct connection is separately negotiated, no network facilities between the Parties will be used.

If Frontier is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Frontier Service Area, such facilities will be provided pursuant to the special access

services' provisions of Frontier FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement.

When Carrier indirectly interconnects with a Frontier End Office and Local Traffic is exchanged between the Parties, the Parties agree to establish a direct two-way Type 2B trunk if the traffic exchanged during the busy hour in centum call seconds (CCS) reaches a DS1level (512 CCS) at least 15 times per month or 8 times per day. During peak seasonal calling periods or times of crisis the Parties agree to work together to determine if direct two-way facilities are required.

**Section 4 – Traffic Factors**

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%

- Notice section for mailings are below:

For Carrier.  
Cingular Wireless  
Attn; Sr. Interconnection Manager  
5565 Glenridge Connector, Ste.1520  
Atlanta, GA 30342  
Telephone-404-236-6902  
Fax 404-236-6262

With a copy of notice to Carrier:  
Cingular Wireless  
5565 Glenridge Connector, Suite 1700  
Atlanta, GA 30342  
Attention: Legal - Interconnection



March 22, 2005

**BY OVERNIGHT MESSENGER**

Honorable James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street / 2<sup>nd</sup> Floor, Room N201  
Harrisburg, PA 17120

RECEIVED

MAR 22 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: Per request, forwarding Original Interconnection Agreement:**

**DOCKET NO.: A-311275F7018 -**

***Filing of Amendment No. 1 to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services between Frontier Communications of Pennsylvania, LLC and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless – Adding Frontier Communications of Breezewood, LLC as a Party***

Dear Secretary McNulty:

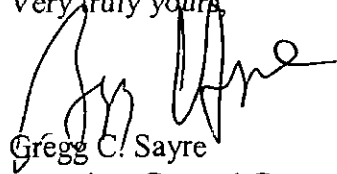
In connection with the filing referenced above, Frontier hereby files a true and correct copy of the underlying interconnection agreement to which the Amendment relates. Also enclosed is the electronic version in 'pdf' format.

We request the Commission to consider the underlying agreement in conjunction with the Amendment.

***Please acknowledge your receipt of this letter by date-stamping the enclosed photocopy and returning it to me in the self-addressed post-paid envelope I have provided.***

If you have any questions regarding this matter, please feel free to call me at  
(585) 777-7270.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gregg C. Sayre". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Gregg C. Sayre  
Associate General Counsel –  
Eastern Region

GCS/hmj  
Encl.

cc: Ms. Bobbi Lathrop, Office of Special Assistants, PAPUC (w/agmt)

*PUC Approved 12/7/02*

*COPY*  
*placed orig in central file*  
*12/13/03*  
*kc*

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
FOR CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

**Between**

**Frontier Communications of Pennsylvania, Inc.**

**and**

**Southwestern Bell Mobile Systems, LLC dba Cingular Wireless**

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**Dated: June 9, 2003**

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

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ATTACHMENT 1 - CONTACT LIST

SERVICE ATTACHMENT - TYPE 2A

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 9<sup>th</sup> day of June, 2003 by and between Frontier Communications of Pennsylvania, Inc., a Pennsylvania corporation, with offices at 180 South Clinton Avenue, Rochester, New York 14646 (referred to as "Frontier"), and Southwestern Bell Mobile Systems, LLC dba Cingular Wireless, a Delaware corporation, (as defined hereunder) with its office at 5565 Glenridge Connector, Atlanta, GA 30342 collectively referred to as the "Carrier". Carrier and Frontier may also be referred to herein collectively as the "Parties" and singularly as a "Party".

**WITNESSETH:**

Frontier is an authorized telecommunications carrier engaged in providing 2-way telecommunications service in the state identified in the Attachment(s); and

Carrier is an authorized telecommunications carrier by radio engaged in providing mobile radio telecommunications service in the state identified in the Attachment(s); and

Frontier and Carrier desire to interconnect their facilities and interchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Section 251(a) (2);

In consideration of their mutual agreements, Frontier and Carrier agree as follows:

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

**ACCESS TANDEM** – Frontier' switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to end offices in the access area.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")** – The automatic identification of the calling station.

**AUTHORIZED SERVICES** – Those mobile radio services which the Carrier now or hereafter provides to its end users on an interconnected basis.

**CARRIER'S PREMISES** – A location designated by the Carrier for the purposes of originating or terminating services provided by Frontier.

**CARRIER'S SYSTEM** – The communications system of Carrier used to furnish public mobile services.

**CENTRAL OFFICE PREFIX (NXX Code)** – The first three digits of the seven-digit directory number and associated block of 10,000 numbers for use in accordance with the North American Dialing Plan.

**FRONTIER' SYSTEM** – The communications network of Frontier.

**CONNECTING FACILITY** – A means for providing access between Frontier' end office or tandem and the Carrier's Point Of Connection (POC).

**DEDICATED NXX** – An NXX which the Carrier has obtained from the number administrator for dedication to its exclusive use and sole administration.

**END OFFICE** – The Frontier central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

**TYPE 2B INTERCONNECTION** -- A high-usage connection between Carrier's system and a Frontier' end office. A Type 2B interconnection is an interconnection between the Wireless MTSO and the ILEC's End Office only. It does not include Extended Area Service (EAS) calling, nor does it allow for County-Wide calling. Frontier will not complete any call from Cingular (Carrier) to customers not served by the specified Frontier End Office in the attached Service Attachment for Type 2B and will not originate any calls from customers not served by the Frontier End Office. Type 2B also provide connection between Carrier's system and a Frontier' end office subtending a non - Frontier' tandem.

**WIRELESS CARRIER** -- Telecommunications common carrier authorized by the Federal Communications Commission (FCC) under FCC rules Part 22 (47 CFR Part 22), Part 24 (47 CFR Part 24), and Part 90 (47 CFR Part 90) which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

## **SECTION 2. INTERCONNECTION**

2.1 Subject to the applicable interconnection rules and regulations, Frontier will provide to Carrier, upon request, those facilities and arrangements described herein and in the Attachments hereto to establish the physical interconnection and interchange of traffic provided for herein and such other facilities Carrier may require and request for operation of its system.

2.2 All interchanged traffic will be handled only over interconnecting facilities as described herein. The type of interconnections offered under this Agreement are designated as Type 2A, and Type 2B, as defined in Section 1.

2.3 Carrier may request activation/addition of new locations under the terms and conditions of this Agreement at any time during the term by submitting a request for interconnection to Frontier' Interconnection organization. Frontier will provide an amended Service Attachment to reflect activation or addition of new locations. The Service Attachment will be signed by Frontier' authorized representative and Carrier's authorized representative, affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachments may be inconsistent with or in conflict with this Agreement, the Agreement will prevail.

### **2.4 Signaling Systems and Administration**

2.4.1 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks provided use of SS7 signaling allows for measurement of land to mobile and mobile to land traffic.. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.5 The terms and conditions of this Agreement will prevail over and supersede any other conflicting rates, terms and conditions contained on Carrier's purchase order for services provided under this Agreement.

2.6 At Carrier's request, Frontier and Carrier will physically interconnect their facilities at Frontier' office or another mutually agreed to POI, and interchange traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

### SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on Carrier's System in connection with Carrier's Authorized Services. Such facilities may, however, be used for any lawful use. This Agreement is applicable only to Frontier' Local serving areas, within Carrier's MTA, Frontier will not be responsible for interconnections or contracts relating to Carrier's interconnection with any other LEC.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone or from a landline telephone to an Internet Service Provider. The only exception is when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting circuits, facilities and arrangements provided to Carrier by Frontier will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 When needed and upon request by Carrier, special construction will be undertaken in accordance with the applicable Frontier tariff or as mutually negotiated by the Parties.

3.5 Any other provision of this Agreement notwithstanding, Frontier will recognize, deliver traffic to, accept traffic from, and otherwise honor the validity of any NXX assigned to Carrier by a third party in accordance with 47 USC Section 251(e) (or related FCC or state number administration rules).

#### 3.6 Network Harm

3.6.1 Neither Party will use any service related to or use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

3.7 Frontier and Carrier each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3

3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its Affiliates, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.

4.3 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.

4.4 In the absence of an agreement between Carrier, Frontier and other local exchange carriers in the MTA in which Carrier's System is located, Frontier has no obligation to deliver calls in the MOBILE-TO-LAND DIRECTION to points in the MTA in which Carrier's System is located that are beyond Frontier local exchange areas, at rates set forth in the Service Attachment(s) to this Agreement.

4.5 Billing by either Party for calls to be terminated on its own network will begin at trunk seizure and will end at time of call disconnect.

4.6 Minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each end office for billing purposes.

4.7 For the purpose of this Agreement, the Parties, when the necessary facilities are deployed, agree to utilize industry standard technical arrangements enabling each Party to provide the other Party with all electronic signaling data necessary to bill terminating traffic, including but not limited to ANI.

4.8 When measurement capabilities are not available in a Frontier end office or access tandem, the following assumed minutes of use figures will apply to charges for reciprocal compensation for traffic exchanged between Parties in both the MOBILE-TO-LAND DIRECTION and the LAND-TO-MOBILE DIRECTION: 5,000 minutes of use per month for each voice grade connecting circuit and 120,000 minutes of use each month for each DS-1 connecting circuit. These assumed minutes of use will be billed in accordance with terms and conditions of this Agreement and the directionality of the traffic as identified in the Service Attachment. 70% of the traffic is MOBILE-TO-LAND and 30% of the traffic is LAND-TO-MOBILE, Frontier will bill Carrier for 4,000 minutes per month and Carrier will bill Frontier for 1,500 minutes per month for each voice grade circuit (96,000 and 24,000 respectively for a DS-1). The applicability of this arrangement referenced in this paragraph may be altered or terminated at any time once Frontier has the ability to record actual minutes of use or an alternative method can be established.

4.9 Carrier shall assume 70% ownership of the assumed minutes as referenced in 4.8 above. Frontier shall assume 30% ownership of the assumed minutes as referenced in 4.8 above.

4.10 If the ratio of Mobile-to-Land minutes of use divided by Land-to-Mobile minutes of use is less than 1.0 in any given month, then traffic in that month will be exchanged on a Bill-and-Keep basis.

4.11 In the event Carrier's customer is roaming in another MTA and/or on another Cellular system and such call is routed over Carrier's own interstate facilities rather than through an interexchange carrier and terminates on Citizen's network, Carrier will be charged tariffed interstate access charges by Frontier. In the event an interexchange carrier is used to route such traffic to Carrier, then the interexchange carrier will be charged tariffed interstate access charges and Carrier will not be charged by Frontier.

4.12 Transit Service. "Transit Service" means the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Carrier and Frontier where appropriate trunks exist between Carrier and third party through Frontier tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such LEC and (ii) Local Traffic originated from such LEC to Frontier tandem and terminated to Carrier. Carrier will pay Frontier a Transit Service charge for such traffic if it originates from Carrier, or if the originating LEC does not pay such a charge to Frontier for traffic terminating to Carrier.

4.12.1 The Carrier shall pay Frontier a transit service charge as set forth in the Service Attachments.

4.12.2 Each Party acknowledges that the transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.



5.3.4 Undisputed amounts shall be paid when due as set forth in Section 5.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

5.4 Both Parties shall use the Dispute Resolutions Procedures as described in Section 17.

5.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs.

## **SECTION 6. ALLOWANCE FOR INTERRUPTIONS**

6.1 When use of the facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party, any contractor or supplier of the interrupted Party or its customer, the interrupted Party will, upon request, be allowed a credit as follows:

6.1.1 The amount of credit to Carrier will be an amount equal to the pro rata monthly charge for the period during which the facility affected by the interruption is out of service.

6.1.2 Claims for reimbursement will be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 15 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars (\$5).

6.1.3 A credit will not be applicable for any period during which the interrupted Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

## **SECTION 7. AUDIT**

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as they may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements, during ordinary business hours, and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Any other provision of this Section 6 notwithstanding, each Party shall have the right to audit only such data and records as are available in (or reproducible on) paper or other tangible (non-electronic) medium, and neither Party may have access to the other Party's electronic records without the other's prior written consent.

place, date and person(s) to whom disclosure was made.

9.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

(i) each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

(ii) it limits access to such Proprietary Information to its employees, attorneys and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

(iii) upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

9.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

(i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

(ii) was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

(iii) was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

(iv) is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or is approved for release by written authorization of the disclosing Party; or

(v) is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law.

9.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

9.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, or service mark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

9.7 Except for public filings, litigation, or other administrative or judicial proceedings arising from or related to the Agreement, all publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Frontier, except to the extent necessary for Carrier to use any facilities or equipment (including software) or to receive any service provided by Frontier under this Agreement.

## SECTION 12. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY THE OTHER PARTY UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

12.2 FRONTIER WILL PROVIDE INTERCONNECTION TO CARRIER OF A QUALITY AND IN A DILIGENT MANNER CONSISTENT WITH SERVICE FRONTIER PROVIDES TO ITS CUSTOMERS AND OTHER INTERCONNECTORS, IN ACCORDANCE WITH APPLICABLE TECHNICAL STANDARDS FOR INTERCONNECTION SERVICES ESTABLISHED IN THE TELECOMMUNICATIONS INDUSTRY. FRONTIER AND CARRIER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12.3 It is the express intent of the Parties that each Party be solely responsible for all claims of its end-users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its end-users, except to the extent such claims are found to be caused by the other Party's gross negligence or willful misconduct.

12.4 Except for allowance of interruptions as set forth in Sections 6 and the IP Indemnity under Section 11 in no event will either Party be liable to the other Party for incidental, special, or consequential damages, loss of goodwill, anticipated profit, or other claims for indirect or special damages in any manner related to this Agreement or the services even if such Party was advised of the possibility of such damages, and whether or not such damages were foreseeable or not at the time this Agreement was executed.

## SECTION 13. RECORD RETENTION

13.1 All data associated with the provision and receipt of Service(s) pursuant to this Agreement will be maintained for the greater of:

- (i) the retention time required by law for maintaining Federal, State, and Local tax information;
- (ii) the retention time required by law or regulation in order to substantiate or reconstruct an End-User invoice; and
- (iii) the retention time currently used by Frontier for its billing information or Carrier for its own billing information, in compliance with legal or regulatory requirements; or
- (iv) the retention time as agreed to by both Parties in writing.

13.2 Either Party will, upon reasonable request, furnish copies or otherwise make available to the other Party its licenses and other federal and, if applicable, state regulatory authorizations.

binding on all successors in interest and assigns of such Party and such assignment will not waive any right or remedy available to either Party under law, regulation or this Agreement, including without limitation the right of set-off. Each Party, upon written notice to the other, may from time to time and without additional consideration add any of its future Affiliates as parties to this Agreement and the other Party shall reasonably cooperate in amending this Agreement to effect such an addition; provided, however, such addition is subject to the condition that any such added Affiliate of Frontier be an incumbent local exchange carrier and any such added Affiliate of Carrier be a Wireless Carrier.

#### **SECTION 17. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the PSC for non-binding mediation. If mediation by the PSC is unsuccessful, recourse may be had by either Party to the PSC, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

#### **SECTION 18. ENTIRE AGREEMENT**

This Agreement, including the preamble and all Attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. Except as otherwise expressly provided in this Agreement, neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. All exhibits referred to in this Agreement are incorporated herein by reference.

#### **SECTION 19. GOVERNING LAW**

This Agreement will be deemed to be a contract made under and will be construed, interpreted and enforced in accordance with the Communications Act of 1934, as amended, and, to the extent federal law is inapplicable, to the laws of the State of interconnection and will be subject to the concurrent jurisdiction of the Federal Communications Commission and the courts, public service commission, and other agencies in that state.

#### **SECTION 20. EXECUTED IN COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

#### **SECTION 21. HEADINGS**

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Party's indemnification obligations with respect to such threat, claim or demand (but not with respect to any other) shall automatically be excused.

**SECTION 27. NO JOINT VENTURE**

Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

**SECTION 28. REMEDIES**

Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

**SECTION 29. TIME OF ESSENCE**

Time is of the essence of this Agreement.

**SECTION 30. PRONOUNS**

Pronouns used herein are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require; the term "person" includes an individual, corporation, association, partnership, limited liability company, limited liability partnership, trust, and any other organization; and the term "includes" is to be construed as without limitation.

**SECTION 31. FURTHER ASSURANCES**

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

The Parties thereto have caused this Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services to be executed in their behalf on the dates set forth below:

Southwestern Bell Mobile Systems, LLC:

For Frontier:

By: Michael F. Van Weelden

By: Kim Czak

Typed: Michael F. Van Weelden

Typed: Kim Czak

Title: Director Wholesale Services

Title: Director Carrier Svcs

Date: 6-13-03

Date: 6/24/03

*OK SA  
6/13  
OK  
Czak*

**SERVICE ATTACHMENT – TYPE 2A**

**Section 1 - Description**

Frontier's interconnection location: Leola, Pennsylvania

Point of Interconnection (POI): LEOLPAXL71T

NPA 717 NXX 556

Carrier's interconnection location: Leola, Pennsylvania

OCN 6667

Point of Interconnection (POI): LEOLPAXL1MD via Two-Way Trunk Group(s)

NPA \* NXX \*

\*To be determined and provided to Frontier prior to the ordering of interconnecting facilities and the commencement of service

Effective Date: First Business Day After State Approval

Legal Entities: Southwestern Bell Mobile Systems, LLC dba Cingular Wireless

Frontier Communications of Pennsylvania, Inc.

**Section 2 - Usage Sensitive Charges**

**2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:**

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that constitute Local Traffic at the Point of Interconnection subject to the routing of and arrangement for calls in Section 2.2 of this service attachment. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Frontier Exchange Area and originates within the MTA. All other traffic is subject to access rates.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of Local Traffic interchanged between them.

2.2	Mobile-to-Land (Terminating) per minute*	\$0.0112
	Land-to-Mobile (Carrier charges Frontier) per minute - Agree	\$0.0112
	Tandem Transit	\$0.0061854
	Wireline to Wireline (Land to Land)	Bill and Keep
	InterMTA**	Access rates apply

\*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Frontier exchange area within the MTA

\*\*applicable to mobile-to-land (terminating) calls terminating at a point in a Frontier exchange area but which did not originate on Carrier's system within Service Area. For this agreement the parties agree that no InterMTA traffic will be exchanged over the facilities.

Land to Mobile calls originated by Frontier subscriber (All calls are defined by NXX of calling and called Parties):

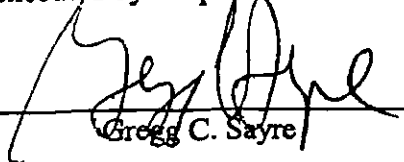
- a) Local calls as defined by Frontier tariff within Frontier ILEC territory - reciprocal compensation applies.
- b) EAS calls - reciprocal compensation applies
- c) Where call is handled by a presubscribed carrier - calls will be routed to the appropriate carrier and reciprocal compensation would not apply.

Mobile to Land calls originated by Cingular Wireless, where call terminates to Frontier subscriber (All calls are defined by NXX of calling and called Parties):

# AFFIDAVIT

I, Gregg C. Sayre, depose and state:

I am the Assistant Secretary of Frontier Communications of Pennsylvania, Inc. ("FCPA"). My address is 180 South Clinton Avenue, Rochester, New York 14646. The facts relating to the matters addressed in the Interconnection Agreement between FCPA and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless have come to be known to me in the course of my employment. I have reviewed the attached **Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Mobile Radio Services between Frontier Communications of Pennsylvania, Inc. and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless** and attest that it is a true and correct copy of the interconnection agreement executed by the parties.

  
\_\_\_\_\_  
Gregg C. Sayre

8/5/03  
\_\_\_\_\_  
Date

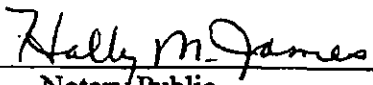
## NOTARY CERTIFICATION

State of New York    )  
County of Monroe    ) ss:

TO WIT:

On August 5, 2003, before me, a Notary Public of such State and County, appeared Gregg C. Sayre, who is the individual who executed this affidavit.

Subscribed and sworn to before me this 5<sup>th</sup> day of August, 2003. My Commission expires on November 30, 2006

  
\_\_\_\_\_  
Notary Public

HOLLY M. JAMES  
Notary Public, State of New York  
Qualified in Monroe County  
My Commission Expires Nov. 30, \_\_\_\_\_

DATE: March 29, 2005

SUBJECT: A-311275F7018

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

JOINT PETITION OF FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC AND SOUTHWESTERN BELL MOBILE SYSTEMS, LLC D/B/A CINGULAR WIRELESS FOR APPROVAL OF AN INTERCONNECTION AGREEMENT AND AMENDMENT NO. 1 UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

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Attached is a copy of a Joint Petition for Approval of an Interconnection Agreement and Amendment No. 1 filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on April 9, 2005. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

DOCUMENT  
FOLDER

DOCKETED  
MAR 29 2005



PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Frontier Communications of Breezewood, LLC and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless for Approval of an Interconnection Agreement and Amendment No. 1 Under Section 252(e) of The Telecommunications Act of 1996.  
Docket Number: A-311275F7018.

RECEIVED  
LEGISLATIVE REFERENCE  
BUREAU  
05 MAR 29 PM 2:27  
PA. CODE & BULLETIN

Frontier Communications of Breezewood, LLC and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, by its counsel, filed on March 22, 2005, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement and Amendment No. 1 under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Frontier Communications of Breezewood, LLC and Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

DOCUMENT  
FOLDER

POCKETED

MAR 29 2005

BY THE COMMISSION

*James J. McNulty*  
James J. McNulty  
Secretary