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LAW OFFICES  
**MESSER, CAPARELLO, METZ, MAIDA & SELF**  
A PROFESSIONAL ASSOCIATION

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January 15, 1997

990077-TP

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**BY HAND DELIVERY**

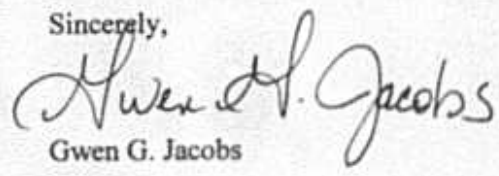
Dear Ms. Bayo:

Enclosed for filing on behalf of Vanguard Cellular Systems, Inc. are an original and fifteen copies of their Petition for Arbitration.

Please indicate receipt of this document by stamping the enclosed extra copies of this letter.

Thank you for your assistance in this matter.

Sincerely,

  
Gwen G. Jacobs

- ACK \_\_\_\_\_
- AFJ \_\_\_\_\_
- APJ \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

GGJ:amb  
Enclosures

cc: Paul Besozzi  
David Falgoust, Esq. (by overnight delivery)

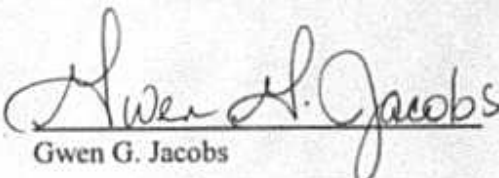
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FPSC-RECORDS/REPORTING

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Vanguard Cellular Systems, Inc.'s Petition for Arbitration has been sent by Overnight Delivery (\*) and Hand Delivery on this 15th day of January, 1997 to the following parties of record:

David Flagoust, Esq.\*  
BellSouth Telecommunications, Inc.  
4300 Southern Bell Center  
675 West Peachtree Street, NE  
Atlanta, Georgia 30375

Mary Jo Peed  
c/o Nancy H. Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

  
Gwen G. Jacobs

ORIGINAL  
FILE COPY

Before The  
Public Service Commission  
of  
Florida

\_\_\_\_\_) )  
) )  
In the Matter of: ) )  
) )  
Petition of Vanguard Cellular ) )  
Systems, Inc. for Arbitration ) )  
Pursuant To Section 252(b) of ) )  
the Communications Act of 1934, ) )  
as amended, to Establish an ) )  
Interconnection Agreement with ) )  
BellSouth Telecommunications, Inc. ) )  
\_\_\_\_\_)

Docket No.

**PETITION FOR ARBITRATION TO  
ESTABLISH INTERCONNECTION AGREEMENT**

Pursuant to Section 252(b) of the Communications Act of 1934 (the "Act"), as amended by the Telecommunications Act of 1996, Vanguard Cellular Systems, Inc. and its affiliate Western Florida Cellular Telephone Corp. (collectively "Vanguard"), hereby petition the Public Service Commission of Florida ("Commission") for arbitration to resolve certain open issues in the ongoing negotiations between Vanguard and BellSouth Telecommunications, Inc. ("BST") to establish an agreement on terms and conditions for interconnection between them ("Interconnection Agreement")

**I. INTRODUCTION**

1. Vanguard has been engaged in negotiations with BST in a good faith attempt to enter into an Interconnection Agreement as required by the Act. Vanguard initiated the

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process on August 8, 1996, by requesting an Interconnection Agreement pursuant to Sections 251 and 252 of the Act (Exhibit 1). However, as of this date the parties have not been able to reach an agreement, in particular on the following three fundamental issues: definition of local service area, rates for interconnection and the requirement for BST to offer to Vanguard the right to interconnection on the same terms and conditions as BST makes available to any other telecommunications carrier.

2. The contact counsel for this matter are:

- a. Floyd R. Self  
Messer, Caparello, Metz, Maida & Self  
215 South Monroe Street  
Suite 701  
P.O. Box 1876  
Tallahassee, Florida 32302-1876  
(904) 222-0720
  
- b. Philip Smith  
Deputy General Counsel  
Vanguard Cellular Systems, Inc.  
2002 Pisgah Church Road  
Suite 300  
Greensboro, North Carolina 27455  
(910) 545-2242

3. As to the first issue: Vanguard believes that its "local service area" as a Commercial Mobile Radio Services ("CMRS") provider is the relevant Major Trading Area ("MTA"), as defined in Section 24.202(a) of the Federal Communications Commission ("FCC") Rules, 47 C.F.R. § 24.202(a). Local transport and termination charges and mutual compensation regarding mobile-to-land and land-to-mobile calls should apply to all traffic originating and terminating within the MTA. As to the second issue: Vanguard believes that a system of bill and keep is the most efficient way to provide for mutual, reciprocal

compensation. In the alternative, in the absence of a BST-specific cost study, Vanguard believes that BST should charge local transport and termination rates that are consistent with the default proxies adopted in the FCC's First Report and Order, FCC 96-235 (released Aug. 8, 1996) (the "Interconnection Order"). As a minimum alternative, Vanguard requests that the Commission set interim local interconnection rates at the levels imposed on BST by this Commission in response to the petitions of AT&T, MCI and MCImetro, Order No. PSC-96-1579-FOF-TP (December 31, 1996). As to the third issue: Vanguard should be entitled to interconnection on the same terms and conditions made available by BST to any other telecommunications carrier. Finally, there may be other unresolved issues not yet discussed by the parties. On Exhibit 2, Vanguard identifies what it believes may be some of those issues from its perspective (attached hereto and incorporated herein by this reference) for BST to state whether it considers any unresolved. In summary, Vanguard requests arbitration on these issues and for these reasons set forth in more detail below.

## **II. Factual Background, History of Negotiations and Issues**

### **A. Background**

4. Vanguard is a State of North Carolina corporation which is headquartered at 2002 Pisgah Church Road, Greensboro, North Carolina 27455. Vanguard is also a telecommunications carrier within the meaning of Sections 3(49) and 252(a) of the Act. Vanguard and its affiliates are licensed by the FCC to provide CMRS to customers in certain FCC-defined Metropolitan Statistical Areas ("MSAs") and Rural Service Areas ("RSAs") throughout the Eastern United States (from Maine to Florida). In Florida, Vanguard's service area consists of the Pensacola and Fort Walton Beach MSAs, which are comprised of Escambia and Santa Rosa Counties (Pensacola) and Okaloosa County (Fort



Walton Beach), respectively. The Pensacola and Fort Walton Beach MSAs fall entirely within the New Orleans MTA (MTA No. 17). A map showing Vanguard's Pensacola and Fort Walton Beach MSAs and the MTA is attached as Exhibit 3.

5. BST is an incumbent local exchange carrier ("ILEC") in Florida as defined by Sections 3(44) and 251(h) of the Act. As such, BST is obligated to negotiate with and make interconnection available to Vanguard pursuant to Sections 251(b), 251(c) and 252 of the Act. Duties include obligations to negotiate in good faith, provide interconnection and provide unbundled access, among others. See also Interconnection Order at (§§138 *et seq.*).

6. Vanguard currently has Type I and Type II interconnection with BST and receives service from BST pursuant to a tariffed offering. In other words, there is an existing interconnection arrangement with established technological and other procedures between Vanguard and BST. This request for arbitration deals with modifications to the existing arrangement pursuant to the Act.

#### ***B. History of Negotiations***

7. On August 8, 1996, Vanguard sent Exhibit 1 to BST, receipt of which BST acknowledged by return letter dated August 19, 1996. The parties then met via telephone conference call to negotiate issues with respect to interconnection on September 12, 1996. On September 13, 1996, Vanguard requested that BST implement the interim reciprocal compensation required by the Interconnection Order as of September 30, 1996. Interconnection Order at (§ 1094). Exhibit 4.

8. During the September 12, 1996 conference call, BST indicated that it would provide a draft agreement with a CMRS provider for Vanguard to review. Although it did provide copies of agreements with competitive local exchange carriers, BST did not provide an agreement for a CMRS provider until December 20, 1996. Exhibit 5. That agreement did not include BST's proposed rates for CMRS providers.

9. On January 2, 1997, BST faxed to Vanguard its proposed rates for CMRS interconnection in Florida. Exhibit 6.

10. Since receiving BST's draft CMRS agreement, Vanguard and BST have been unable to come to an agreement. However, the period provided under Section 252(b) of the Act for requesting arbitration closes on January 15, 1997. Therefore, in order to protect its rights under the Act, Vanguard is seeking arbitration of the key issues identified herein and others that may be identified as negotiations continue.

11. It is BST's obligation to respond in its reply as to whether the issues raised herein, including those contained in Exhibit 2, are resolved consistent with Vanguard's stated positions or remain unresolved. Likewise, Vanguard requests the opportunity to respond to any BST reply which contains unacceptable positions, since Vanguard has not had the opportunity to consider what BST felt were other open issues before the filing of this Petition.

12. Vanguard expects and hopes that this arbitration results in a complete and final Interconnection Agreement. However, if for some reason it does not, and issues arise

after this arbitration which the parties are unable to resolve among themselves, then Vanguard reserves its right to return to this forum.

13. Concurrent with this arbitration, Vanguard will continue its negotiations with BST in an attempt to reach resolution on all interconnection issues. Vanguard would welcome the Commission working with the parties to facilitate negotiations prior to formal arbitration, and would gladly provide the appropriate personnel and resources to negotiate an Interconnection Agreement to conclusion, if that were to become a likely possibility.

### **III. Arbitration Procedures**

14. Vanguard recognizes that it may be necessary to obtain and provide more information regarding the issues to be arbitrated. For example, Vanguard anticipates that BST may raise new matters in its reply. Accordingly, Vanguard hereby reserves its right to submit additional information during the course of this proceeding.

### **IV. Unresolved Issues**

15. Arbitration by the Commission is requested with respect to the following issues:

#### **A. Definition of Local Area for Transport and Termination Charges**

Section 251(b)(5) of the Act requires all local exchange carriers, of which BST is one, to establish reciprocal compensation arrangements for the transport and termination of local traffic.

**ISSUE:** What is the proper definition of "local traffic" for purposes of determining transport and termination charges for mobile-to-land and land-to-mobile service?



**B. Price for Local Transport and Termination**

Section 252(d)(2) of the Act requires that the price for termination and transport of traffic be based upon a reasonable approximation of the additional costs of terminating such calls.

**ISSUE:** What is the appropriate price for transport and termination of local traffic?

**C. Right To Obtain Same Terms And Conditions As Other Carriers**

Section 252(i) of the Act requires a local exchange carrier to "make available any interconnection, service, or network element provided under any agreement approved under [Section 252] to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement."

**ISSUE:** Does Vanguard have the right to obtain the terms and conditions of interconnection that are offered by BST to other telecommunications carriers, particularly those offered later?

**D. Other Interconnection Issues**

As noted in paragraphs 2 and 10 above, there may be more unresolved issues regarding interconnection arrangements not yet discussed by the parties. From its perspective, Vanguard, in Exhibit 2, has attempted to identify other significant possible unresolved issues and awaits BST's response to this Petition.

Also as noted above, Vanguard would hope that the parties would be able to resolve among themselves any issues identified during or after this proceeding, but recognizes it may need to return to the Commission for assistance.

#### **VI. Positions of the Parties**

16. The parties' positions with respect to the unresolved issues described in paragraph 15 are as follows:

##### **A. Definition of Local Traffic for Transport and Termination Charges**

###### **Vanguard Position:**

Vanguard believes that "local traffic" is MTA-wide traffic. In other words, local transport and termination charges and mutual compensation should apply to all traffic originating and terminating on the parties' respective networks within the MTA.

Vanguard's position is based upon the fact that the FCC has exclusive authority to define a CMRS provider's authorized license area, including its local service area. The FCC has found that the local service area for all CMRS providers is the MTA for purposes of applying the mutual transport and termination charges. Specifically, the FCC concluded: "Accordingly, traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under Section 251(b)(5), rather than interstate and intrastate access charges." Interconnection Order at (¶1036).<sup>17</sup>

<sup>17</sup> While the United States Court of Appeals for the Eighth Circuit originally stayed the effect of the MTA-wide provision, on further consideration it lifted that stay in an order issued November 1, 1996.

This definition and requirement is very clear and straightforward. There are no grounds for BST to superimpose landline telephone regimes so that Vanguard can be charged access charges. That is contrary to the FCC's instruction.

**BST Position:**

BST interprets local service area from the viewpoint of a landline company. To qualify as local traffic, the Vanguard-originated call must terminate on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Vanguard to BST. Similarly, on a BST-originated call Vanguard will only be considered to be for local traffic if the call is handed off to Vanguard in the same LATA and terminates on Vanguard's network in the same MTA.

**B. Price for Local Transport and Termination**

**Vanguard Position:**

Vanguard believes that a system of bill and keep is the most efficient way to provide for mutual reciprocal compensation. In the alternative, in the absence of an appropriate cost study, Vanguard is prepared to accept a rate that is consistent with the cost-based default proxies set by the FCC in the Interconnection Order. Specifically, Vanguard is prepared to accept a rate with the following elements: \$0.002 per minute of use for local switching; \$0.0015 per minute of use for tandem switching; and \$0.000331 per minute of use per mile for transport. Interconnection Order at (¶¶ 811-812, 822, 824, 1060-1061).<sup>21</sup>

<sup>21</sup> The FCC's analysis in arriving at these rates at several points cites analyses or actions of the Florida Commission. Interconnection Order at (¶¶ 808, 812). A number of state commissions have properly found that the Eighth Circuit stay does not prevent a state commission, in its own

As a minimum alternative, Vanguard believes that the Commission should impose interim rates at the levels imposed by this Commission in Petitions by AT&T, MCI, MCImetro Access and ACSI for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications, Inc., concerning interconnection and resale under the Telecommunications Act of 1996, Order No. PSC-96-1579-FOF-TP (December 31, 1996).

**BST Position:**

BST's current position is that Vanguard should pay \$.01428 per minute of use for end-office switching and \$.01456 per minute of use for tandem switching.

**C. Right To Obtain Same Terms And Conditions As Other Carriers**

**Vanguard Position:** Section 252(i) of the Act states as follows:

"(i) Availability To Other Telecommunications Carriers - A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement."

Vanguard is entitled to an Interconnection Agreement which includes the right to obtain interconnection on the terms and conditions that BST makes available to other telecommunications carriers.

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discretion, from employing the FCC default proxy amounts. See, e.g., MCImetro Access Transmission Services, Inc., Docket No. A-310236F0002, Opinion and Order, December 19, 1996 (Pennsylvania Public Utility Commission).



**BST Position:** BST's elaborate proposed agreement exempts from this requirement certain bill and keep arrangements and is limited to "material" changes.

**D. Other Interconnection Issues:**

**Vanguard Position**

Exhibit 2 identifies from Vanguard's perspective other significant possible unresolved issues. Vanguard awaits BST's response to this Petition to learn BST's position, so that Vanguard may reply as necessary. Vanguard reserves its right to seek assistance from the Commission in the future regarding unresolved issues arising after this proceeding.

**BST Position:**

BST will have to state its position in its reply to this Petition. Vanguard does not know BST's current positions on these issues, except to the extent reflected in Exhibit 5.

**VII. Conclusion and Prayer**

17. Vanguard respectfully requests that the Commission arbitrate and resolve the issues set forth in this Petition to result in an Interconnection Agreement between the parties. Specifically, Vanguard prays that the Commission find, conclude and order that:

- (1) Vanguard's local service area for transport and termination charges is the MTA.
- (2) Bill and keep should be used as the method of providing for mutual, reciprocal compensation. As an alternative, in the absence of BST-specific

cost studies, the cost-based default proxies set by the FCC in the Interconnection Order should be employed to establish reasonable charges for local transport and termination services provided by BST at the rates specified by Vanguard in paragraph 16.B. above or, as a minimum alternative, interim rates should be set at the levels approved by this Commission, in response to the petitions of AT&T, MCI and MCImetro Access, in Order No. PSC-96-1579-FOF-TP (December 31, 1996).

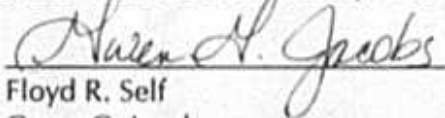
(3) Vanguard must be able to interconnect pursuant to any terms and conditions that BST makes available to any other telecommunications carrier.

(4) Vanguard's position with respect to the additional issues identified on Exhibit 2 should be incorporated into the Interconnection Agreement between the parties.

(5) For such other relief and remedies as may be reasonable and in conformity with the Act in order that Vanguard may have quality interconnection services from BST at standards equal to those standards BST uses for itself, its affiliates and other telecommunications carriers at prices that are cost-based and on terms that are just, fair, reasonable and non-discriminatory.

Respectfully submitted,

**VANGUARD CELLULAR SYSTEMS, INC.**

By: 

Floyd R. Self

Gwen G. Jacobs

**Messer, Caparello, Metz,**

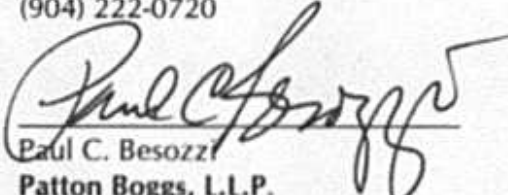
**Maida & Self**

215 South Monroe Street, Suite 701

P.O. Box 1876

Tallahassee, FL 32302-1876

(904) 222-0720

By: 

Paul C. Besozzi

**Patton Boggs, L.L.P.**

2550 M Street, N.W.

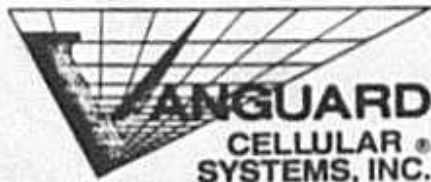
Washington, D.C. 20037

(202) 457-5292

Tallahassee, Florida  
January 15, 1997

**EXHIBIT 1**





(910) 282-3690  
FAX (910) 545-2500

2002 PISGAH CHURCH ROAD • SUITE 300 • GREENSBORO, NC 27455

August 8, 1996

**VIA AIRBORNE EXPRESS**

Bell South  
301 W. Bay  
Jacksonville, FL 32202

**Attention: Ms. Ann Adris**

**Re: Request to Negotiate Agreement for Interconnection to Bell South  
Facilities and Services**

Ladies and Gentlemen:

Pursuant to Sections 251(c) and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251(c) and 252, and existing and future Federal Communications Commission ("FCC") and state rules and regulations thereto, Vanguard Cellular Systems, Inc. on behalf of its subsidiary cellular telephone operating companies ("Vanguard") hereby submits its request to commence negotiations to reach an agreement with Bell South for the provision to Vanguard of interconnection to Bell South's network services, elements and facilities for the purposes of providing cellular telephone and other commercial mobile radio services. Accordingly, Vanguard requests that Bell South commence negotiations in good faith to reach an interconnection agreement including, but not limited to, the following terms and conditions:

Reciprocal compensation. Pursuant to Section 251(a)(5) and 252(d)(2) and existing and future FCC and state rules and regulations thereto, Vanguard requests that Bell South negotiate in good faith an interconnection agreement that specifically recognizes the peer network relationship between Vanguard and Bell South and provides for reciprocal compensation for the transport and termination of telecommunications between Bell South's and Vanguard's networks.

Unbundled network elements. Pursuant to 47 U.S.C. § 251(c)(3) and existing and future FCC and state rules and regulations thereto, Vanguard requests that Bell South negotiate in good faith an interconnection agreement that provides nondiscriminatory

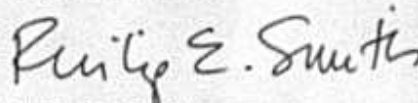
access to network elements on an unbundled basis at any technically feasible point for the provision by Vanguard of cellular telephone and commercial mobile radio services. The elements requested are as follows: (i) local switching; (ii) local transport; and (iii) local loops.

Point of interconnection. Vanguard requests that Bell South negotiate in good faith the provision of interconnection to Bell South's local exchange network consistent with Bell South's obligation to provide such interconnection at any technically feasible point in Bell South's network for the transmission and routing of Vanguard's cellular telephone and commercial mobile radio services. Initially, Vanguard requests interconnection at the following points: (i) physical collocation at Bell South's premises or end office pursuant to 47 U.S.C. § Section 251(c)(6); (ii) interconnection at a Bell South tandem switch, including necessary transport facilities; (iii) interconnection at a Bell South end office; (iv) meet-point interconnection at specific locations to be determined between Bell South's and Vanguard's networks; and (v) any other point of interconnection mutually agreed upon by the Parties. Vanguard may request interconnection at other or additional points in the future.

Vanguard submits this request without prejudice to any rights, privileges or claims it may have, or obligations and duties that may be imposed upon Bell South, by (1) the Omnibus Budget Reconciliation Act of 1993, 47 U.S.C. § 332(c) et. seq., (2) the Telecommunications Act of 1996, (3) present and future state laws and regulations and (4) present and future FCC regulations and policies.

Please respond to this request within ten days from the date of this letter. For Please submit Bell South's response to the undersigned. We look forward to your timely reply.

Very truly yours,



Philip E. Smith  
Deputy General Counsel

PES/mc

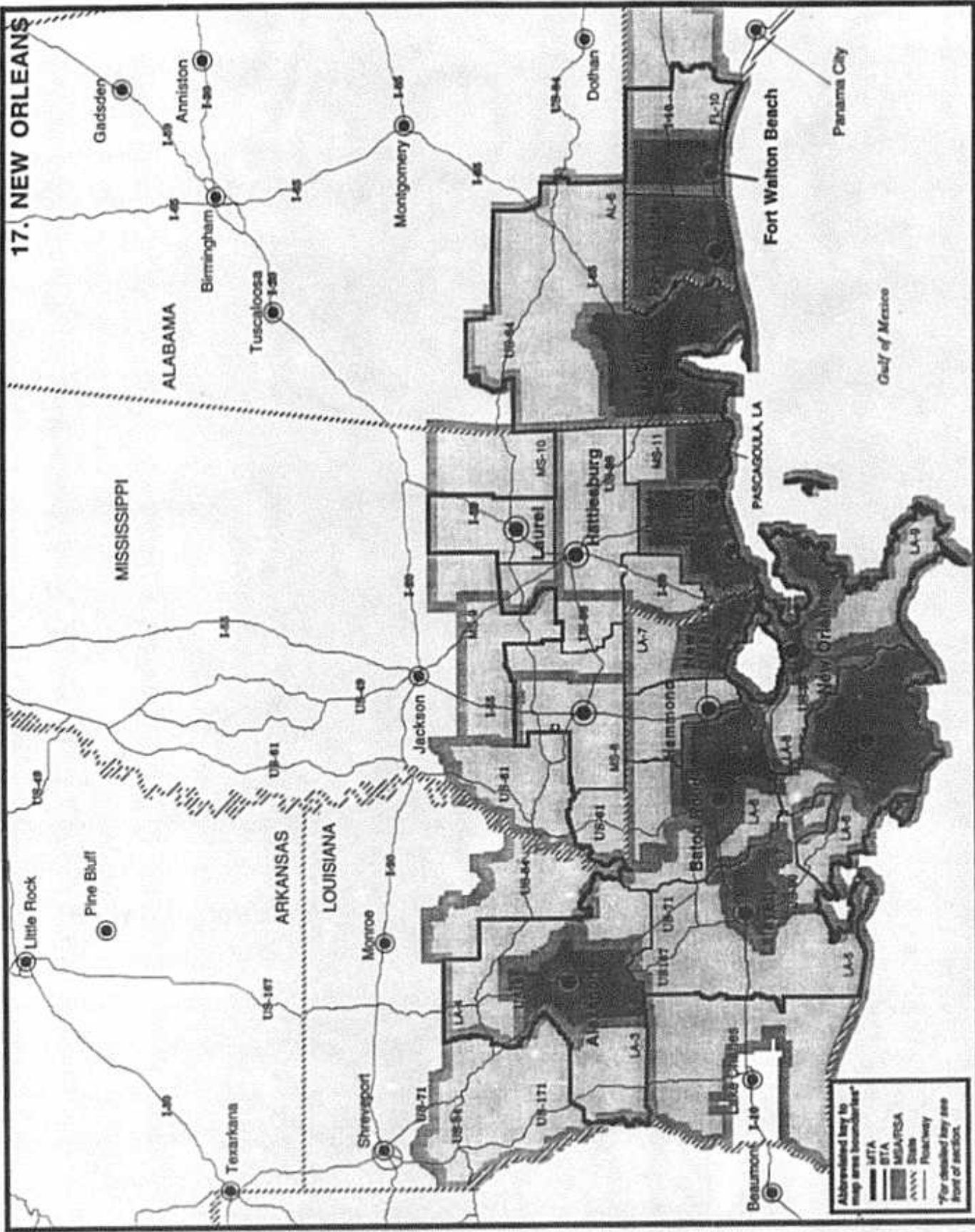
**EXHIBIT 2**

**Additional Issues**

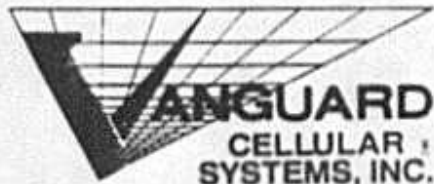
1. Vanguard is entitled to reciprocal compensation from and after September 30, 1996.
2. BellSouth wants Vanguard to be obligated to reciprocally provide certain methods of interconnection (e.g., virtual collocation). The Act imposes interconnection method obligations on local exchange carriers like BellSouth. Vanguard is not a local exchange carrier. Interconnection Order at (¶ 1004).
3. The draft agreement includes references to various Attachments which Vanguard has not yet been provided, many of which deal with rates. Vanguard reserves the right to request arbitration on these issues.



**EXHIBIT 3**



**EXHIBIT 4**



(910) 252-3690  
FAX (910) 545-2500

2002 PISGAH CHURCH ROAD • SUITE 300 • GREENSBORO, NC 27455

September 13, 1996

Mr. Robert Scheye  
Senior Director  
BellSouth Telecommunications, Inc.  
Room 11A15  
675 West Peachtree Street, N.E.  
Atlanta, GA 30375

**Re: Symmetrical Reciprocal Compensation Under  
The Telecommunications Act of 1996 -  
Vanguard Cellular Systems, Inc.**

Dear Bob:

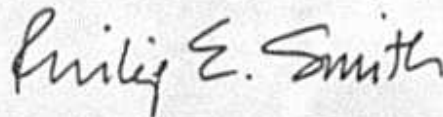
On August 8, 1996, Vanguard Cellular Systems, Inc. requested that BellSouth commence negotiation of an interconnection agreement pursuant to Sections 251(c) and 252 of the Telecommunications Act of 1996 ("Act"), 47 U.S.C. § 251 (c) and 252. Those negotiations have commenced with our conference call of September 12, 1996.

However, pursuant to Section 251(b) of the Act and the First Report and Order released by the Federal Communications Commission ("FCC") on August 8, 1996, effective September 30, 1996, BellSouth must implement symmetrical reciprocal compensation for Transport and Termination of calls on Vanguard's cellular system, with the Transport and Termination rate that BellSouth now charges Vanguard under its existing interconnection agreements applying both to BellSouth and Vanguard. In The Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 released August 8, 1996 at ¶ 1094.



Vanguard currently has preexisting interconnection agreements covering the exchange of traffic in Vanguard's Myrtle Beach, South Carolina (SC-5 RSA) and Pensacola, Florida (MSA) service areas. By this letter Vanguard formally requests that BellSouth initiate whatever actions are necessary to implement the FCC-mandated/interim reciprocal compensation effective September 30, 1996. Vanguard stands ready to cooperate to ensure timely implementation of this requirement. All communications concerning this subject should be directed to me at (910) 545-2242.

Sincerely yours,

A handwritten signature in cursive script that reads "Philip E. Smith".

Philip E. Smith  
Deputy General Counsel

PES/mc

cc: Richard C. Rowleson, Esq.  
Paul C. Besozzi, Esq.

**EXHIBIT 5**

David M. Falgout  
General Attorney

BellSouth Telecommunications, Inc.  
Legal Department - Suite 4300  
675 West Peachtree Street  
Atlanta, Georgia 30375-0001  
Telephone: 404-335-0767  
Facsimile: 404-614-4054

December 20, 1996

Via Facsimile (202) 457 6315

Mr. Paul Besozzi  
Patton Boggs  
2550 M Street NW  
Washington, DC 20037

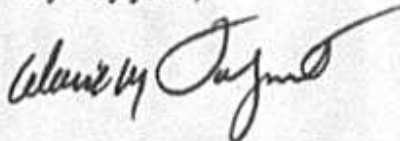
Re: Interconnection Between Vanguard Cellular and BellSouth

Dear Mr. Besozzi:

At the request of Randy Ham, I am "faxing" to you a copy of the text and Attachment B-1 of a specimen CMRS interconnection agreement that Randy has described to you. While this document is a "work in progress," it has been a useful tool for substantive discussions in that it attempts to address certain issues that are specific to CMRS providers which the BellSouth's standard "ALEC Agreement" does not address.

Please do not hesitate to call me if you have any questions.

Very truly yours,



cc: Mr. Randy Ham

draft-12/20/96

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and \_\_\_\_\_, ("Carrier"), a \_\_\_\_\_ corporation and shall be deemed effective as of \_\_\_\_\_, 199\_. This agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

## WITNESSETH

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the states of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_; and

**WHEREAS**, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

### I. Definitions

A. **Affiliate** is defined as a 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 paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. **Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.



draft-12/20/96

**C. Intermediary function** is defined as the delivery, pursuant to an agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange Carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

**D. Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in §51.701 of the FCC's rules.

**E. Local Interconnection** is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use less all minutes attributable to terminating party pays services.

**G. Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, less intrastate terminating party pays minutes of use.

**H. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**I. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee 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 by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

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Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable Carrier to provide CMRS service, competing telephone exchange service and private line service within the nine state region of BellSouth.

## III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning \_\_\_\_\_, 199\_\_.

B. The parties agree that by no later than \_\_\_\_\_, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning \_\_\_\_\_, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than \_\_\_\_\_, 1998. The parties further agree that in the event the Commission does not issue its order prior to \_\_\_\_\_, 1998 or if the parties continue beyond \_\_\_\_\_, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to \_\_\_\_\_, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

## IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's InterLATA EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be

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pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

#### V. Modification of Rates

A. The parties agree that the "LATAwide Additive" rate reflected in Attachment B-1 shall be "true-up" (up or down) based on a final additive price either determined by further agreement or by a final order (including any appeals) of the Commission having jurisdiction over the subject matter of this Agreement, which final order meets the criteria contained in subsection (C) hereof. The "true-up" will consist of comparing the actual type and volume of LATAwide traffic, together with the Composite Rates associated with such types of LATAwide traffic in this Agreement, with the final price determined for the LATAwide additive. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the parties based on such records. In the event of any disagreement as between the records or the parties regarding the amount of such "true-up", the parties agree that the Commission having jurisdiction over the matter for the affected state(s) shall be called upon to resolve such differences.

B. The parties agree that they may continue to negotiate as appropriate in an effort to obtain a final additive price, but in the event that no such agreement is reached within six (6) months of this Agreement (which time may be extended by mutual agreement of the parties) either party may petition the Commission(s) having jurisdiction of the rates in dispute to resolve such disputes and to determine final additive price for the LATAwide traffic covered by this Agreement.

C. Any final order that forms the basis of a "true-up" under this Agreement shall meet the following criteria:

(1) It shall be a proceeding to which BellSouth and Carrier are entitled to be full parties;

(2) It shall apply the provisions of the Act, including but not limited to §252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order; and



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(3) It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rates, if any, are required by said final order, shall form the basis of any "true-up".

## VI. Methods of Interconnection

A. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

B. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area Carrier desires to serve for interconnection to those end offices that subtend the access tandem, or Carrier may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the Interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any



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facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are providers of local exchange services. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange Carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to one or both of Carrier's Mobile Telephone Switching Offices, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. Whenever BellSouth delivers traffic to Carrier for termination on Carrier's network, if BellSouth cannot determine because of the manner in which Carrier has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate Carrier pursuant to this section but will, instead, charge Carrier originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if Carrier can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that Carrier cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

F. The parties acknowledge and agree that this Agreement is intended to govern the interconnection of traffic to and from the parties' networks only. Local traffic originated by a party to this Agreement and delivered to the other party for termination to the network of a nonparty to this Agreement may be delivered only with the consent of such nonparty or pursuant to Commission directive. Upon the execution of this Agreement, the parties shall promptly inform any nonparties to whom either party desires to complete such local traffic of the existence of this Agreement and request the consent of such nonparties to the delivery of such local traffic. If a nonparty to whom such a request is made refuses to consent to the delivery of such local traffic, then either party to this Agreement may request direction from the Commission. If a nonparty to whom such a request is made consents to the delivery of such local traffic, then the party performing the intermediary function will bill the other party and the other party shall pay a \$.002 per minute intermediary charge in lieu of the local interconnection rates set out in this section in addition to any charges that the party performing the

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intermediary function may be obligated to pay to the nonparty on whose network such traffic is terminated (collectively called the "Local Intermediary Charges"). The parties agree further that for purposes of this section, and subject to verification by audit, \_\_\_% of the traffic delivered to BellSouth by Carrier shall be subject to the Local Intermediary Charges, and none of the traffic delivered to Carrier by BellSouth shall be subject to the Local Intermediary Charges. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (H) of this section.

G. When the parties provide an access service connection between an interexchange Carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

H. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

I. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

## VII. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

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B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Carrier is the BellSouth end user's presubscribed interexchange Carrier or if the BellSouth end user uses Carrier as an interexchange Carrier on a 10XXX basis, BellSouth will charge Carrier the appropriate tariff charges for originating network access services. If BellSouth is serving as the Carrier end user's presubscribed interexchange Carrier or if the Carrier end user uses BellSouth as an interexchange Carrier on a 10XXX basis, Carrier will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent Carrier provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

G. Should Carrier require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Carrier shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. Carrier will not utilize switched access FGD service for 800 Access. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

H. The parties acknowledge and agree that this Agreement is intended to govern the interconnection of traffic to and from the parties' networks only. Toll traffic originated by a party to this Agreement and delivered to the other party for termination



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to the network of a nonparty to this Agreement may be delivered only with the consent of such nonparty or pursuant to Commission directive. Upon the execution of this Agreement, the parties shall promptly inform any nonparties to whom either party desires to complete such toll traffic of the existence of this Agreement and request the consent of such nonparties to the delivery of such toll traffic. If a nonparty to whom such a request is made refuses to consent to the delivery of such toll traffic, then either party to this Agreement may request direction from the Commission. If a nonparty to whom such a request is made consents to the delivery of such toll traffic, then the party performing the intermediary function will bill the other party and the other party shall pay a charge equal to the nonparty's applicable (intrastate or interstate) terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate, plus a charge of \$.002 per minute. (collectively called the "Toll Intermediary Charges"). The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties agree further that for purposes of this section, and subject to verification by audit, \_\_\_% of the traffic delivered to BellSouth by Carrier shall be subject to the Toll Intermediary Charges, and none of the traffic delivered to Carrier by BellSouth shall be subject to the Toll Intermediary Charges.

#### **VIII. Provision of Unbundled Elements**

**A.** BellSouth will offer an unbundled local loop to Carrier at the current rates as set forth in Attachment C-15 incorporated herein by this reference. Special construction charges, if applicable, will be set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

**B.** BellSouth will offer to Carrier unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with Carrier's point of interface. Rates are as set forth in Attachment C-18, incorporated herein by this reference.

**C.** BellSouth will offer to Carrier unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

**D.** BellSouth will offer to Carrier unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.



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**E.** BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of an Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

**F.** A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

#### **IX. Access To Poles, Ducts, Conduits, and Rights of Way**

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

#### **X. Access to 911/E911 Emergency Network**

**A.** BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

**B.** At a minimum Carrier agrees to provide two dedicated trunk groups originating from Carrier's Mobile Telephone Switching Offices and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from Carrier's point of interface to its Mobile Telephone Switching Office and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth's Intrastate Access Service Tariffs. Carrier agrees to assign a pseudo number from its dedicated NXX group to each cell site or to each antenna face. The pseudo number will identify the routing of the call to the appropriate emergency agency as determined by Carrier.

**C.** BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS Carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted

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technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

## **XI. Provision of Operator Services**

**A.** BellSouth agrees to provide busy line verification and emergency interrupt services to Carrier's customers pursuant to BellSouth's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement. In the event that during the term of this Agreement Carrier develops or acquires the capability to provide busy line verification and emergency interrupt services, Carrier agrees to provide such services to BellSouth's customers on the same rates, terms and conditions specified in BellSouth's Tariffs.

**B.** BellSouth will offer to Carrier Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

**C.** BellSouth will offer to Carrier CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11 and C-12 incorporated herein by this reference.

## **XII. Directory Listings**

**A.** Subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

**B.** BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

**C.** BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

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D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

### **XIII. Access to Telephone Numbers**

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

### **XIV. Access to Signaling and Signaling Databases**

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to Carrier into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter Carrier line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable Carrier's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.



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D. If Carrier utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

## XV. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.



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**G.** The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

#### **XVI. Implementation of Agreement**

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to Carrier or BellSouth shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

#### **XVII. Auditing Procedures**

**A.** Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

**B.** For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

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### **XVIII. Liability and Indemnification**

**A.** With respect to any claim or suit by either party, a customer of either party, or by any other person or entity, other than for willful misconduct, for damages associated with any of the services provided by BellSouth or Carrier pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B. through G. following, neither BellSouth's nor Carrier's liability shall exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

**B.** Neither party shall be liable for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

**C.** Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross negligence.

**D.** Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from either party's use of services provided by the other party under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from either party's own communications; 2) Claims for patent infringement arising from either party's acts combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party, arising from either party's uses of services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of either party in the course of using services provided pursuant to this Agreement.

**E.** Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other party for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from either party to the other in conjunction with the provision of any service provided pursuant to this Agreement.

**F.** Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other party and each party's respective customers from any and all claims by any person relating to either party's or their respective customers' use of services so provided.

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**G.** No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by either party of services offered pursuant to this Agreement and will indemnify each other for any damages awarded based solely on such claims.

**H.** Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

**I.** The obligations of the parties contained within this section shall survive the expiration of this Agreement.

#### **XIX. More Favorable Provisions**

**A.** The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission having jurisdiction finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission having jurisdiction preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

**B.** In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications Carrier (an "Other Interconnection Agreement") which provides for the provision within a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XIX.F, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant



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to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XIX.F, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XIX.F, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XIX.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.



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E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either –

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:
  - a. local interconnection,
  - b. interLATA and IntraLATA toll traffic interconnection,
  - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
  - d. access to poles, ducts, conduits and rights-of-way,
  - e. access to 911/E911 emergency network,
  - f. collocation, or
  - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect.

F. Exception. The parties recognize that in certain agreements for local interconnection entered into prior to the effective date of this Agreement, BellSouth has agreed that neither party shall be required to compensate the other for terminating more than a specified volume of interconnected local traffic, which may be expressed in such agreements as either an absolute volume of interconnected traffic or as a percentage of the volume of interconnected local traffic originated by the party originating the smaller volume of interconnected local traffic. Such provisions are referred to in this Section XIX.F. as "Compensation Caps." Carrier acknowledges, without accepting, BellSouth's position that Compensation Caps are appropriate only in situations where the parties are reasonably expected to originate approximately equal percentages of the local traffic interchanged between them, and acknowledges that such circumstances do not exist between BellSouth and Carrier as of the effective date of this Agreement. Carrier agrees that for the term of this Agreement, BellSouth's offer to provide the arrangements covered by this Agreement upon Other Terms shall not include any Compensation Cap except to the extent that any such Compensation Cap

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applies to compensation for traffic interchanged in a Carrier service area between BellSouth and any Commercial Mobile Radio Service provider other than Carrier.

**G. Corrective Payment.** In the event that --

1. BellSouth and Carrier revise this Agreement pursuant to Section XIX.A, or
2. Carrier accepts a deemed offer of Other Terms pursuant to Section XIX.E, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Carrier accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

**XX. Taxes**

**A.** For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

**B.** Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party, shall be borne and paid by the providing party. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

**C.** Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

**D.** If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the

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purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

F. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

G. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

H. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.



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I. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

J. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

K. In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## **XXI. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.



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**B.** Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

#### **XXII. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### **XXIII. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

#### **XXIV. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

#### **XXV. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

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## **XXVI. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## **XXVII. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.                      Carrier**  
675 W. Peachtree St. N.E.  
Suite 4300  
Atlanta, Georgia 30375  
Attn: Legal Dept. "Wireless" Attorney

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

## **XXVIII. Entire Agreement**

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

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**BellSouth Telecommunications, Inc.**

**Carrier**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 6**



Attachment B-1  
CMRS Local Interconnection Service

Service: Local Interconnection\* (Cont'd)

State(s):		Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	
DS1 Local Channel	--	--	\$133.81	LC	\$666.97	LC - First	--	--	\$133.81	LC	\$666.97	LC - First	
DS1 Dedicated Transport	--	--	\$16.75 per mile \$59.75 fac.term.	--	\$486.83	LC - Add'l	--	--	\$23.50 per mile \$90.00 fac.term.	--	\$486.83	LC - Add'l	
DS1 Common Transport	\$0.00004 per mile \$0.00036 fac. term.	--	--	--	\$100.49 fac. term.	--	\$0.00004 per mile \$0.00036 fac. term.	--	--	--	\$100.49 fac. term.	--	
Local Switching L62 (FGD)	\$0.00669	access mou	--	--	--	--	\$0.00767	access mou	--	--	--	--	
Tandem Switching	\$0.00050	access mou	--	--	--	--	\$0.00074	access mou	--	--	--	--	
Information Surcharge	--	--	--	--	--	--	--	--	--	--	--	--	
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.002	access mou	--	--	--	--	
LATAwide Additive	\$0.004	--	--	--	--	--	\$0.004	--	--	--	--	--	
Composite Rate-DS1 Dedicated	\$0.01421	--	--	--	--	--	\$0.01278	--	--	--	--	--	
Composite Rate-DS1 Tandem Sw.	\$0.01449	--	--	--	--	--	\$0.01291	--	--	--	--	--	

State(s):		N.Carolina						S.Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	
DS1 Local Channel	--	--	\$133.81	LC	\$666.97	LC - First	--	--	\$133.81	LC	\$666.97	LC - First	
DS1 Dedicated Transport	--	--	\$23.50 per mile \$90.00 fac.term.	--	\$486.83	LC - Add'l	--	--	\$23.50 per mile \$90.00 fac.term.	--	\$486.83	LC - Add'l	
DS1 Common Transport	\$0.00004 per mile \$0.00036 fac. term.	--	--	--	\$100.49 fac. term.	--	\$0.00004 per mile \$0.00036 fac. term.	--	--	--	\$100.49 fac. term.	--	
Local Switching L62 (FGD)	\$0.01140	access mou	--	--	--	--	\$0.01096	access mou	--	--	--	--	
Tandem Switching	\$0.00074	access mou	--	--	--	--	\$0.00074	access mou	--	--	--	--	
Information Surcharge	--	--	--	--	--	--	\$0.03741	100 mou	--	--	--	--	
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.002	access mou	--	--	--	--	
LATAwide Additive	\$0.004	--	--	--	--	--	\$0.004	--	--	--	--	--	
Composite Rate-DS1 Dedicated	\$0.01731	--	--	--	--	--	\$0.01723	--	--	--	--	--	
Composite Rate-DS1 Tandem Sw.	\$0.01744	--	--	--	--	--	\$0.01736	--	--	--	--	--	

State(s):		Tennessee					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	
DS1 Local Channel	--	--	\$133.81	LC	\$666.97	LC - First	
DS1 Dedicated Transport	--	--	\$23.50 per mile \$90.00 fac.term.	--	\$486.83	LC - Add'l	
DS1 Common Transport	\$0.00004 per mile \$0.00036 fac. term.	--	--	--	\$100.49 fac. term.	--	
Local Switching L62 (FGD)	\$0.01750	access mou	--	--	--	--	
Tandem Switching	\$0.00074	access mou	--	--	--	--	
Information Surcharge	--	--	--	--	--	--	
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	
LATAwide Additive	\$0.004	--	--	--	--	--	
Composite Rate-DS1 Dedicated	\$0.02341	--	--	--	--	--	
Composite Rate-DS1 Tandem Sw.	\$0.02364	--	--	--	--	--	

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s IntraState Access Tariff.

\*\*The Tandem Intermediary Charge applies only to intermediary traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

## Attachment B-1

## CMRS Local Interconnection Service

## Service: Local Interconnection\*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):	Alabama						Florida					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81	LC	\$866.97	LC - First	--	--	\$133.81	LC	\$866.97	LC - First
					\$488.83	LC - Add'l					\$488.83	LC - Add'l
DS1 Dedicated Transport	--	--	\$23.50	per mile	--	--	--	--	\$16.75	per mile	--	--
			\$90.00	fac.term.	\$100.49	fac. term.			\$59.75	fac.term.	\$100.49	fac. term.
DS1 Common Transport	\$0.00004	per mile	--	--	--	--	\$0.00004	per mile	--	--	--	--
	\$0.00036	fac. term.	--	--	--	--	\$0.00036	fac. term.	--	--	--	--
Local Switching L52 (FGD)	\$0.00755	access mou	--	--	--	--	\$0.00878	access mou	--	--	--	--
Tandem Switching	\$0.00074	access mou	--	--	--	--	\$0.00050	access mou	--	--	--	--
Information Surcharge	\$0.03218	100 mou	--	--	--	--	--	--	--	--	--	--
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.002	access mou	--	--	--	--
LATAwide Additive	\$0.004		--	--	--	--	\$0.004		--	--	--	--
Composite Rate-DS1 Dedicated	\$0.01378						\$0.01438					
Composite Rate-DS1 Tandem Sw.	\$0.01391						\$0.01455					

State(s):	Georgia						Kentucky					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81	LC	\$866.97	LC - First	--	--	\$133.81	LC	\$866.97	LC - First
					\$488.83	LC - Add'l					\$488.83	LC - Add'l
DS1 Dedicated Transport	--	--	\$23.50	per mile	--	--	--	--	\$23.50	per mile	--	--
			\$90.00	fac.term.	\$100.49	fac. term.			\$90.00	fac.term.	\$100.49	fac. term.
DS1 Common Transport	\$0.00004	per mile	--	--	--	--	\$0.00004	per mile	--	--	--	--
	\$0.00036	fac. term.	--	--	--	--	\$0.00036	fac. term.	--	--	--	--
Local Switching L52 (FGD)	\$0.00787	access mou	--	--	--	--	\$0.00755	access mou	--	--	--	--
Tandem Switching	\$0.00074	access mou	--	--	--	--	\$0.00074	access mou	--	--	--	--
Information Surcharge	--	--	--	--	--	--	\$0.03218	Trans/100 mou	--	--	--	--
Tandem Intermediary Charge**	\$0.002	access mou	--	--	--	--	\$0.01448	Trans/100 mou	--	--	--	--
LATAwide Additive	\$0.004		--	--	--	--	\$0.004	access mou	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.01378						\$0.01378					
Composite Rate-DS1 Tandem Sw.	\$0.01391						\$0.01391					

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E5 of BellSouth Telecommunications, Inc.'s Intra-state Access Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.