WINSTAR
TELECOMMUNICATIONS GROUP

ORIGINAL

June 13, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

RECEIVED
1996
Federal Communications Commission
Office of Secretary

Re: Ex Parte Meetings
ET Docket No. 96-98

Dear Mr. Caton:

Earlier today, representatives of WinStar Communications, Inc. ("WinStar") met with John Nakahata, Acting Senior Legal Advisor to Chairman Reed E. Hundt, to discuss issues raised in the comments and reply comments filed in the above-referenced proceeding. Representatives of WinStar included Timothy R. Graham, Robert Berger, Stephen Merrill, Thanos Voreas, and Joseph M. Sandri, Jr.

During the meeting, WinStar reiterated the views expressed in its comments and reply comments in the above-referenced proceeding. WinStar also distributed copies of its CLEC/LEC Model Interconnection Agreement, which was also attached to WinStar's interconnection filings. A copy of this Agreement is enclosed.

Sincerely,

Joseph M. Sandri, Jr.
Assistant Vice President and
Regulatory Counsel

Enclosure

cc: John Nakahata
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# CLEC/LEC
# MODEL INTERCONNECTION AGREEMENT

**WINSTAR TELECOMMUNICATIONS, INC.**

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Pursuant to this agreement, CLEC Inc and LEC, Inc. (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of [ ], as described and according to the terms, conditions and pricing specified hereunder.

## I. RECITALS & PRINCIPLES

WHEREAS, universal mutual interconnectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, LEC Incorporated is a local exchange telecommunications company (LEC) as defined by [ ]. CLEC, Inc. (CLEC) is a competitive local exchange telecommunications company (CLEC) as defined by [ ]; and

WHEREAS, Section 251 of the federal Telecommunications Act of 1996 ("Act") and [citation to state authority] require, among other things, LEC to provide access to, and interconnection with, its telecommunications facilities to any other authorized provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions; and

WHEREAS, [citation]requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, central office facilities and network elements, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, [citation]also requires LECs and CLECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection and unbundling. If such negotiations fail, either party has the right to seek mediation and/or arbitration from the [State] Commission in order to establish such rates, terms and conditions; and

WHEREAS, LEC and CLEC, in an effort to avoid the uncertainties and expense of mediation, arbitration and/or litigation, desire to enter the following

agreement which will serve as an initial interconnection agreement pursuant to Section 251 of the Act; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and LEC hereby covenant and agree as follows:

## II. DEFINITIONS

A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the originating network address.

B. "Bill and keep" means a form of compensation for the termination of local traffic whereby LECs and CLECs terminate local exchange traffic originating from end users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.

C. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

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

Central Office Switches may be employed as combination End Office/Tandem Office switches.

D. "CLASS Features" (also called "Vertical Features") include, among others: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

E. "Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a Wire Center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that Wire Center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.

F. "Commission" means the [State] Public Service Commission (PSC).

G. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network that carries the actual call.

H. "DID" means direct inward dialing.

I. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).

J. "DS-3" is a digital signal rate of 44.736 Mbps.

K. "DSX panel" or Digital System Cross-Connect Frame, is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.

L. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

M. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.

N. "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.

O. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among

networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-span meet arrangements.

P. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.

Q. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

R. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B+D).

S. "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.

T. "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in an LEC end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a link may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Links fall into the following categories:

"2-wire analog voice grade links" will support analog transmission of 300-3000 Hz, repeat loop start or ground start

seizure and disconnect in one direction (toward the end office switch), and repeat ring ng in the other direction (toward the end user). This link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DS0 channels.

U. "Local Exchange Carrier" or "LEC" means any company authorized to provide local exchange telecommunications service. This includes the Parties to this agreement.

V. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.

W. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.

X. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

Y. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the

Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

Z. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.

AA. "Mid-Span Meet" is an interconnection architecture method whereby two carriers meet at a specified junction.

BB. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.

CC. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA" (also known as a "Service Access Code" or "SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

DD. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have

been assigned to specific individual local exchange end office switches.

EE. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.

FF. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.

GG. "Plain Old Telephone Service Traffic"or "POTS traffic" includes local traffic as defined in LEC's tariff, non-local intraLATA toll traffic exchanged between the parties respective exchange customers, and traffic received from third party wireless service providers.

HH. "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on an LEC end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include:

"2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.

"2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

"2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"4-wire ISDN digital DS-1 trunk port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services.

II. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

JJ. "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.

KK. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.

LL. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the Service Switching Point ("SSP"), performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

MM. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.

NN. "Synchronous Optical Network" or "SONET" means synchronous electrical (STS) or optical (OC) channel connections between LECs.

OO. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

PP. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.

QQ. "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

## III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

A. In each Local Access and Transport Area ("LATA") identified below, the correspondingly identified Wire Center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point CLEC and LEC will interconnect their respective networks for inter-operability within that LATA.

| LATA | D-NIP |
|---|---|
| | [Location](LEC)<br>(CLEC connects to LEC) |
| | [Location] (CLEC)<br>(LEC connects to CLEC) |

B. Initially, CLEC agrees to connect to LEC at LEC's [Location] and LEC agrees to reciprocally connect to CLEC at CLEC's [Location]. The Parties contemplate and acknowledge that hereafter CLEC will interconnect with additional LEC access tandems, local tandems and/or end offices under like rates, terms conditions, and/or arrangements as apply to the initial interconnection arrangements. Where CLEC and LEC interconnect at a D-NIP, the parties may

mutually agree to other arrangements including, but not limited to any of the following interconnection methods:

1. a mid-span meet at the D-NIP, or in a manhole or other appropriate junction point near to or just outside the D-NIP;

2. a digital cross-connection hand-off, DSX panel to DSX panel, where both CLEC and LEC maintain such facilities at the D-NIP;

3. a co-location facility maintained by CLEC, or by a 3rd-party with whom CLEC has contracted for such purposes, at an LEC wire center, where such wire center has been designated as the D-NIP; or

4. a co-location facility maintained by LEC, or by a 3rd-party with whom LEC has contracted for such purposes, at a CLEC Wire Center, where such Wire Center has been designated as the D-NIP.

C. In extending network interconnection facilities to the D-NIP, CLEC shall have the right to extend its own facilities or to lease dark fiber facilities (if available) or digital transport facilities from LEC or from any 3rd-party, subject to the following terms:

1. Such leased facilities shall extend from any point designated by CLEC on its own network (including a co-location facility maintained by CLEC at an LEC Wire Center) to the D-NIP or associated manhole or other appropriate junction point.

2. Where CLEC leases such facilities from LEC, CLEC shall have the right to lease under non-discriminatory tariff or contract terms from LEC equal to the most favorable terms, including rates, that LEC otherwise makes such facilities available (including to independent LECs, its own affiliates, and/or most favored customers).

3. [Applicable to wireless CLECs] In recognition that CLEC utilizes a wireless -- rather than a wireline -- transmission technology to provide local exchange services, LEC will make available to CLEC, at CLEC's option, the right to place necessary equipment on the roof(s) of each building in which LEC has a local or access tandem or end office to which CLEC seeks to interconnect. (Connection to an end office may, for example, be for the purpose of utilization of unbundled ports or other

elements or facilities utilized in the LEC network.) Compensation for such rooftop access will be considered as included within LEC's standard charges for physical collocation, to which other competitive local exchange carriers currently subscribe, and to which CLEC will be entitled on a non-discriminatory basis.

D. Upon reasonable notice and if agreed to by LEC, CLEC and LEC may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

## IV. NUMBER RESOURCE ARRANGEMENTS

A. Nothing in this agreement shall be construed to limit in any manner or otherwise adversely impact any CLEC's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines[1].

B. As contemplated by the Central Office Code Assignment Guidelines, CLEC will designate within the geographic NPA with which each of its assigned NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.

C. CLEC will also designate a Rating Point for each assigned NXX code. CLEC may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, CLEC may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by CLEC within the same LATA.

D. Until such time as CLEC receives specific permission from the Commission to vary its rate centers from LEC's rate centers, CLEC will agree to deploy a minimum of one NXX per established LEC rate center area.

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[1] Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

E. To the extent LEC serves as Central Office Code Administrator for a given region, LEC will support all CLEC requests related to central office (NXX) code administration and assignments in an effective and timely manner at least as fast as for themselves and all other competitors.

F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times; however, for the initial two years of this Agreement, the LEC shall be responsible for entering all numbers assigned to the CLEC into the Local Exchange Routing Guide ("LERG"). Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

## V. MEET-POINT BILLING ARRANGEMENTS

### A. Description

1. CLEC is entitled to establish Meet-Point Billing arrangements with LEC in order to provide Switched Access Services to third parties via a LEC access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

2. Except in instances of capacity limitations, LEC shall permit and enable CLEC to sub-tend the LEC access tandem switch(es) nearest to the CLEC Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, CLEC shall be allowed to sub-tend the next-nearest LEC access tandem switch in which sufficient capacity is available.

3. Interconnection for the Meet-Point Billing arrangement shall occur at the [Location].

4. CCS shall be utilized in conjunction with Meet-Point Billing arrangements to the extent such signaling is resident in the LEC access tandem switch.

5. CLEC and LEC will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including meet-point billing percentages.

6. As detailed in the MECAB document, CLEC and LEC will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by CLEC and LEC via the Meet-Point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

7. CLEC and LEC shall work cooperatively to coordinate rendering of Meet-Point Bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.

8. Meet-Point Billing shall be rendered to interexchange carriers by the LEC, CLEC, or by a third party, as mutually agreed upon.

B. Compensation

1. With respect to billing to 3rd-parties for the Switched Access Services jointly provided by CLEC and LEC via the meet-point arrangement, CLEC and LEC may mutually agree to implement one of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should CLEC prefer to change among these billing methods, CLEC shall notify LEC of such a request in writing, 60-days in advance of the date on which such change shall be implemented.

3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in CLEC's and LEC's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.

4. CLEC shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge

revenues[2] to which LEC is entitled pursuant to the above-referenced tariff provisions

5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

## VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

### A. Description

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs:

   a. LEC shall make available to CLEC, at the LEC [Location], trunks over which CLEC shall terminate to end users of LEC-provided Exchange Services, POTS traffic originated from end users of CLEC-provided Exchange Services.

   b. CLEC shall make available to LEC, at the CLEC [Location], trunks over which LEC shall terminate to end users of CLEC-provided Exchange Services, POTS traffic originated from end users of LEC-provided Exchange Service.

   c. CLEC and LEC shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. CLEC and LEC agree to work cooperatively to agree on network trunking within 60 days after execution of this agreement.

   d. At the option of the CLEC, trunking for the exchange of POTS traffic shall be one-way or two-way, without the segregation of traffic types.

[2] For purposes of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be CLEC.

e. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the parties will provide each other appropriate percentages for the different types of traffic carried over the common trunk groups.

2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.

3. CLEC and LEC agree to use their best collective efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups. The Parties commit themselves to no less than semi-annual in-person planning, engineering, and forecasting meetings that are scheduled in advance each year, upon not less than thirty (30) days notice as to location which shall alternate between the corporate offices of the CLEC and the LEC.

4. The Parties will provide CCS to one another, where and as available, in conjunction with all traffic exchange trunk groups. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signalling 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. Network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency (MF), wink start, E&M channel-associated signalling with ANI will be forwarded.

5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided.

B. Compensation

For the first thirty six (36) months of this agreement, compensation arrangements for the exchange of POTS (local/traditional toll/thirdparty wireless service provider) traffic shall be on a bill-and-keep basis. Thereafter, either party may request renegotiation of this provision on six months notice. The parties agree that the rates for reciprocal compensation will be in accordance with any future Commission and/or FCC decision, or according to mutual agreement of the parties.

C. Transient Tandem Switching

The Parties each have the right to provide Transient Tandem Service for third party carriers authorized to provide local exchange services. The rates, terms and conditions with respect to the termination of such traffic currently are set forth in their respective tariffs [Identify]. Rates for Transient Tandem Switching shall be mutual, reciprocal, and symetrical.

## VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1-1/E9-1-1

1. Description

a. CLEC will interconnect trunk groups to the LEC 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which CLEC provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). LEC will provide CLEC with the appropriate Common Language Location Identifier ("CLLI") codes and specifications of the tandem serving area.

b. LEC and CLEC will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to CLEC end users. LEC will work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, LEC shall work with the county to provide CLEC the ten-digit POTS number of each PSAP which sub-tends each LEC selective router/9-1-1 tandem to which CLEC is interconnected.

c. LEC will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of CLEC systems to the 9-1-1/E-9-1-1 platforms, with standards of provisioning, service, and performance that are non-discriminatory and are at least equal to those employed by LEC for itself, its affiliates and/or subsidiares, and other carriers provided switched local exchange services.

2. Compensation

For the provision of 911/E911 services between CLEC and LEC, the parties will work cooperatively to address, any/all compensation issues within 60 days upon execution of this agreement. Compensation for the provision of 911/E911 service by CLEC will at a minimum be non-discriminatory and be no less favorable than that currently accorded by LEC, and on a going-forward basis which in the future hereafter may be accorded by LEC, to any other carrier providing switched local exchange services, including subsidiaries and/or affiliates of LEC or other LECs serving adjacent local service areas (*e.g.*, so-called independent telcos). To the extent the parties are unable to agree within 60 days, either party may petition the Commission to seek resolution by means of binding arbitration. CLEC will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-point Billing terms and conditions contained in section V of this agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this agreement.

C. Information Services Billing and Collection

1. Description

a. CLEC and LEC shall work cooperatively to reach agreement on all information services (*e.g.* 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues within ninety days of executing this agreement. The subsequent information services agreement shall enable CLEC and LEC to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others' end users (including Information Providers), and reasonably compensate CLEC and LEC.

b. With respect to interconnection arrangements for information service calls (976 and 394), the Parties agree that CLEC will be responsible for remitting 976 and/or 394 payment to LEC only when CLEC has collected payment from its end users but only to the extent that LEC in turn is not obligated to provide any remittance to the information providers subscribing to such services as a result of the failure of CLEC to provide monies to LEC.

D. Directory Listings and Directory Distribution

1. Description

The directory listings and distribution terms and rate specified in this section shall apply to listings of CLEC customer numbers falling within NXX codes directly assigned to CLEC, and to listings of CLEC customer telephone numbers which are retained by CLEC pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with LEC's Directory Publishing company, which will be concluded no later than within ninety days after execution of this agreement.

a. LEC will include CLEC's customers' telephone numbers plus CLEC's customer service and repair contact information, iin a style and format (*e.g.*, type-size, location in book, etc.) similar to how LEC provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which CLEC provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in

which it provides those functions for its own customers' telephone numbers.

b. CLEC will provide LEC with its directory listings and daily updates to those listings in an industry-accepted format; LEC will provide CLEC a magnetic tape or computer disk containing the proper format.

c. CLEC and LEC will accord CLEC' directory listing information the same level of confidentiality which LEC accords its own directory listing information, and LEC shall ensure that access to CLEC's customer proprietary confidential directory information will be limited solely to those LEC employees who are directly involved in the preparation of listings.

2. Compensation

a. LEC and CLEC will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include CLEC customer listings and any compensation due LEC for administrative functions associated with furnishing listings to third parties. LEC will not provide/sell CLEC' listings to any third parties without CLEC' prior written approval.

b. LEC shall provide directory distribution, directory database maintenance, and directory listings for CLEC and its customers under the same terms that LEC provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indentation, second listings, etc., will be per LEC's currently tariffed or non-discriminately available contract rates.

E. Directory Assistance (DA)

1. Description

At CLEC's request, LEC will:

a. provide to CLEC unbranded directory assistance service which is comparable in every other way to the directory assistance service LEC makes available to its own end users;

b. provide to CLEC directory assistance service under CLEC's brand which is comparable in every other way to the directory assistance service LEC makes available to its own end users;

2. When available, at CLEC's request, LEC will:

a. provide to CLEC operators or to a CLEC-designated operator bureau on-line access to LEC's directory assistance database, where such access is identical to the type of access LEC's own directory assistance operators utilize in order to provide directory assistance services to LEC end users;

b. allow CLEC or a CLEC-designated operator bureau to license LEC's directory assistance database for use in providing competitive directory assistance services; and/or

c. in conjunction with VII.E.1.a. or VII.E.1.b., above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service LEC makes available to its own end users. When this functionality is available, LEC will route the calls back to CLEC for CLEC to complete the customer call.

3. <u>Compensation</u>

LEC will charge CLEC its wholesale IXC/LEC rates for the following functionality, which rates will at a minimum be non-discriminatory and be no less favorable than that currently accorded by LEC, and on a going-forward basis which in the future hereafter may be accorded by LEC, to any other carrier, including subsidiaries and/or affiliates of LEC, or its most favored customers:

a. $[price] per unbranded directory assistance intrastate call.