

APPENDIX OF STATE COMMISSION DOCUMENTS CITED IN PETITION FOR PREEMPTION

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1.	<i>CRC Commc'ns of Me., Inc. Petition for Consol. Arbitration with Indep. Tel. Cos. Towards an Interconnection Agreement Pursuant to 47 U.S.C. 251, 252, Order, No. 2007-611 (Me. Pub. Utils. Comm'n May 5, 2008) ("Section 251(a) Order")</i>
2.	<i>CRC Commc'ns of Me., Inc. Petition for Consol. Arbitration with Indep. Tel. Cos. Towards an Interconnection Agreement Pursuant to 47 U.S.C. 251, 252, Petition of CRC Commc'ns of Me. Inc. for Consol. Arbitration, No. 2007-611 (Nov. 29, 2007)</i>
3.	<i>CRC Commc'ns of Me., Inc. Petition for Consol. Arbitration with Indep. Tel. Cos. Towards an Interconnection Agreement Pursuant to 47 U.S.C. 251, 252, Comments of CRC Commc'ns of Me., Inc., No. 2007-611 (Jan. 30, 2008)</i>
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8.	<i>CRC Commc'ns of Me., Inc. Investigation Pursuant to 47 U.S.C. § 251(f)(1) Regarding CRC Commc'ns of Me.'s Request of UniTel, Inc., Lincolnville Tel. Co., Tidewater Telecom, Inc., Oxford Tel. Co., & Oxford West Tel. Co., Order, Nos. 2009-40 through 2009-44 (Me. Pub. Utils. Comm'n July 9, 2010) ("Rural Exemption Order")</i>

TAB 1

May 5, 2008

CRC COMMUNICATIONS OF MAINE, INC.
PETITION FOR CONSOLIDATED
ARBITRATION WITH INDEPENDENT
TELEPHONE COMPANIES TOWARDS AN
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. 151, 252.

ORDER

I. SUMMARY

In this Order we find that CRC Communications of Maine, Inc. (CRC) has made bona fide requests of Unitel, Inc., Oxford West Telephone Company, Oxford Telephone Company, TideWater Telecom, Inc., and Lincolnville Telephone Company (ITCs) for interconnection, services, or network elements and that each of the ITCs responded to such bona fide requests by asserting that it is exempt from the duty of an incumbent local exchange carrier to negotiate in good faith the terms and conditions of an agreement to provide such interconnection, services, or network elements. We also find that CRC has provided notice to the Commission of its request of the ITCs for interconnection, services, or network elements. We further find that before we may exercise our authority under the TelAct to compel negotiation and/or arbitration, we must first consider, as to each ITC, whether to lift the so-called "rural exemption." We therefore direct the Hearing Examiner to schedule a conference of counsel for the purpose of establishing a schedule to conduct proceedings pursuant to 47 U.S.C. §251(f)(1)(B).

II. FACTS

On July 5, 2007, CRC sent to each of the ITCs a letter reciting the following:

Please accept this letter as a formal request to resume discussions for an agreement with your company for interconnection and the exchange of telephone traffic. This letter is a bona fide request by CRC Communications of Maine to interconnection with [name of ITC] pursuant to section 251(a), (b) and (c) of the Telecommunications Act of 1996. The interconnection terms in which CRC Communications of Maine is primarily interested are provisions regarding mutual exchange of traffic, number porting, reciprocal compensation and dialing parity.

Section 252 specifically sets forth that between the 135th and 160th day after a party has received a request for negotiations under this Section, either party may request the state regulatory commission to initiate

arbitration proceedings to resolve any open issues. CRC of Maine will treat the date of this letter as the starting point for determining the arbitration window.

When we met at your office on September 6, 2006¹, CRC Communications of Maine (d.b.a., Pine Tree Networks) presented a draft agreement and appendices for your consideration. The following documents were included:

- INTERCONNECTION AGREEMENT – UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
- APPENDIX NIM (Network Interconnection Methods)
- APPENDIX ITR (Interconnection Trunking Requirements)
- APPENDIX NUMBERING
- APPENDIX NUMBER PORTABILITY
- APPENDIX RECIPROCAL COMPENSATION

I believe these documents provide a reasonable point to begin our dialogue. However, if you have a draft agreement you would like to use I would be agreeable to using it as our starting point.

Please contact me at your earliest convenience to discuss this request and to establish a timeline whereby we can negotiate a mutually acceptable agreement.

/s/ Robert Souza, President

UniTel's response to CRC, dated August 9, 2007, states the following:

This is a response to your letter of July 5, 2007 requesting to negotiate an interconnection agreement pursuant to 47 USC 251(a), (b) and (c). You stated in your letter that you wished to "resume discussions". To be clear, we are treating your letter of July 5, 2007 as the sole request for interconnection. Any prior

¹ Reference to a September 6, 2006 meeting is made in CRC's July 5, 2007 letter to UniTel. CRC's July 5, 2007 letter to Tidewater Telecom / Lincolnville Telephone Company and to Oxford Telephone Company / Oxford West Telephone Company reference instead a September 18, 2006, mailing in which CRC forwarded a draft agreement and appendices for the consideration of these companies. In all other respect, CRC's July 5, 2007 letters to the ITCs are identical to one another.

communication was outside the scope of the rights and obligations of UniTel, Inc. and CRC Communications of Maine, Inc. (CRC) pursuant to the Telecommunications Act of 1996.

Please be advised that UniTel, Inc, hereby claims its exemption from any duty to negotiate, provide services, network elements or interconnection to CRC. Please see 47 USC 251 and 252, including but not limited to subsection 251(f) (1), for such authority. This exemption, known as the "rural exemption," applies to the entire request of CRC, regardless of the description of any part of CRC's interconnection request as being pursuant to sections 251(a),(b), or (c) and section 252.

As an additional matter, the scope of the July 5, 2007 request for interconnection appears to be outside the authority of CRC. On July 5, 2000 in Docket No 2000-141 the Maine Public Utilities Commission (PUC) granted authority to CRC to provide facilities-based local exchange service only in the five service areas within the exchanges of Verizon, then Bell Atlantic (Portland, Lewiston, Westbrook, Windham and Scarborough). The July 5, 2000 Order provides, "We will grant authority to CRC to provide facilities-based local exchange service only within those exchanges." Order, at paragraph II, page 3. The Order continues as follows, "If CRC wishes to expand its facilities-based local exchange area in the future; it shall seek such approval pursuant to 35-A M.R.S.A. sec. 2120, requesting the Commission to amend this Order." Order, at paragraph II, page 3.

Subsequently in multiple dockets, CRC sought to expand its authority to provide facilities-based competitive local exchange services in several other Verizon exchanges. Upon review of past and present dockets, it appears that no such authority to enter into the UniTel, Inc service area has been applied for or granted by the PUC as is required by 35-A MRSA 2102. Therefore, to the extent that CRC seeks facilities-based competitive local exchange services outside the scope of authority granted the July 5, 2000 Order, Unitel, Inc. believes that CRC should seek amendment of its authority.

At such time as CRC sends a notice of its request for interconnection with UniTel, Inc. to the PUC, UniTel, Inc. will shortly thereafter contact the Maine Public Utilities Commission ("PUC") with a request for procedural guidance on two issues: a) the scope of CRC's existing authority as described above, and b) implications of CRC's request for interconnection in the pending Docket No. 2006-739, wherein the PUC requested the parties to comment on the interpretation of 251(a), (b) and (c), and the PUC's role related thereto.

As CRC has made multiple requests for interconnection with ILECs located across the State of Maine, and since CRC has the burden to provide sufficient evidence to terminate each ILEC's rural exemption, it is clear that the PUC is going to experience a tremendous increase in docket load. Therefore, UniTel, Inc. would be willing to make a joint request with CRC and others to clarify the implicated procedural issues within Docket Nos. 2000-144 and 2006-739 that have been triggered by CRC's letter of July 5, 2007.

If CRC's understanding of its authority regarding the UniTel, Inc. service area is contrary to the comments in this letter please so advise in writing, but it appears that the CRC request for interconnection is premature and without authority, to the extent that CRC seeks facilities-based competitive local exchange telephone service.

I look forward to hearing from you as we address these complicated and time consuming issues.

/s/ Laurie Osgood, President

The response of Oxford West Telephone Company and Oxford Telephone Company to CRC's request, dated August 10, 2007, states the following:

Oxford West Telephone Company & Oxford Telephone Company received your letter dated July 5, 2007, regarding your request for interconnection under sections 251(a), (b) and (c) of the Telecommunications Act of 1996 ("TelAct") as well as a request for negotiations pursuant to Section 252 of the TelAct. We hereby respectfully decline to enter into such negotiations at this time.

As far as we are aware, Pine Tree Networks is not currently authorized to provide facilities based local exchange service in any of Oxford West Telephone Company or Oxford Telephone Company exchanges. Moreover, prior to obtaining such authority, significant issues would have to be addressed under Section 251(f) of the TelAct. Because Section 251(f) of the TelAct specifically indicates that we are not obligated to abide by the provisions of Section 251(c) unless and until the State Commission removes the rural exemption for a specific exchange, we are similarly not required to negotiate under Section 252 of the TelAct as that is only mandatory if proceeding with an Interconnection Agreements under Section 251(c) of the TelAct.

Because of your lack of standing to seek interconnection in a territory where you are not certified to provide facilities based local exchange service, and because we are still covered by the rural exemption in Section 251(f) of the TelAct, we have no obligations to enter into any negotiations with you at this point. Accordingly, we elect at this time not to enter into such negotiations.

/s/ Dawna K. Hannan
Director – External Affairs

The response of Tidewater Telecom, Inc. and Lincolnville Telephone Company to CRC's request, dated August 30, 2007, states the following:

Tidewater Telecom, Inc. and Lincolnville Telephone Company (the Companies) have received your letter dated July 5, 2007 relative to Pine Tree's request for interconnection pursuant to Section 251(a), (b), and (c) of the Telecommunications Act of 1996 and request for negotiations per Section 252 of the Act.

To the knowledge of the Companies, Pine Tree is not authorized to provide facilities based local exchange service in the Companies' service areas. In addition, if Pine Tree were to seek such authorization, significant issues would have to be addressed pursuant to Section 251(f) of the Act. Because Section 251(f) of the Act sets forth that the Companies are not obligated to follow the provisions of Section 251(c) unless the Maine Public Utilities Commission removes the rural exemption for each exchange in the Companies' service areas, and because the Companies are not obligated to negotiate pursuant to Section 252 of the Act unless pertaining to an Interconnection Agreement under Section 251(c) of the Act, the Companies are not required to negotiate pursuant to Section 252 of the Act.

The Companies are not obligated to enter into negotiations pursuant to your letter dated July 5, 2007, and choose not to do so at this time.

/s/ Shirley P. Manning
President/General Manager

III. JURISDICTIONAL ISSUE

A. Background

On November 29, 2007, CRC Communications of Maine, Inc. (CRC) filed a petition seeking arbitration by the Commission, pursuant to Section 252(b) of the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 (TelAct), of certain issues related to Sections 251 and 252 of the TelAct over which there is claimed to be a dispute between CRC and the following independent local exchange companies (ITCs): Unitel, Inc., Oxford West Telephone Company, Oxford Telephone Company; Tidewater Telecom, Inc., and Lincolnville Telephone Company. CRC asks that the following issues be decided through arbitration:

- 1) Whether the ITCs are required to negotiate with CRC in good faith towards an interconnection agreement for the items set forth in Sections 251(a) and (b) of the TelAct.
- 2) Whether CRC's request for an interconnection agreement with the ITCs implicates the "rural exemption" from interconnection arrangements, as provided in Section 251(f) (1) of the TelAct.

- 3) Whether CRC's request for an interconnection agreement with the ITCs implicates the "2%" carrier relief from interconnection arrangements, as provided in Section 251(f)(2) of the TelAct.
- 4) Whether the terms of the proposed interconnection agreement provided to the ITCs by CRC is in the public interest and consistent with the requirements of Sections 251 and 252 of the TelAct.

The dispute over these issues arises out of CRC's attempt to engage the ITCs in negotiations that would lead to formal agreements for the interconnection and exchange of telephone traffic. According to CRC, the exchange of correspondence, as reproduced above, demonstrates that the ITCs have rebuffed CRC's overtures and that the Commission must therefore exert its authority pursuant to Section 252(b) of the TelAct, and according to the procedures described by the Commission in an Order dated June 25, 1996 in Docket No. 91-114, to arbitrate the matter with respect to each of the purportedly recalcitrant ITCs.

On December 20, 2007, Unitel moved to dismiss the petition for consolidated arbitration. Among the grounds for dismissal asserted by Unitel is the contention that the PUC lacks jurisdiction to either compel Unitel to negotiate with CRC for an interconnection agreement or to arbitrate the terms of such an agreement. This threshold issue was also raised by the Telephone Association of Maine (TAM) in comments it filed on December 21, 2007. At the heart of this jurisdictional issue is the assertion that when the object is an interconnection agreement with a "rural telephone company," the compulsory arbitration provision of 47 U.S.C. §252(b) may be brought to bear only in instances in which a rural telephone company is empowered to invoke the so-called "rural exemption" pursuant to 47 U.S.C. §251(f)(1)² as an "affirmative defense" to the imposition (by arbitration) of an interconnection agreement or to the enforcement of a duty to negotiate.

Observing that Unitel's motion to dismiss fairly raises fundamental questions regarding the Commission's authority to compel, by arbitration or otherwise, the negotiation sought by CRC in its petition, and that such jurisdictional questions can and should be resolved as a matter of law at the outset of this proceeding on January 11, 2008, the Presiding Officer ordered the parties to file written comments addressing the following issues:

² CRC concedes that neither it nor the ITCs have raised, in their correspondences with one another, the prospect of a proceeding commenced by the Commission to suspend or modify a requirement or requirements of 47 U.S.C. §251(b) or (c) upon a petition for such relief brought by a local exchange carrier with fewer than 2% of the Nation's subscriber lines installed pursuant to 47 U.S.C. §251(f) (2). Nonetheless, CRC identifies this issue as the third of the issues which should be the subject of arbitration before the Commission. We find that the "2% carrier" issue has not been sufficiently raised as to warrant further consideration at this stage of this proceeding.

- 1) Does the Commission have the authority to compel, by mandatory arbitration or otherwise, Unitel, Oxford West Telephone Company, Oxford Telephone Company, Tidewater Telecom, Inc., and Lincolnville Telephone Company to negotiate the terms of an interconnection agreement with CRC and, if so, what is the statutory source of this authority and does such statute (or statutes) require that the Commission exert its authority to compel negotiation? For the limited purpose of analyzing the foregoing the Presiding Officer will assume that each of the listed ITCs is a "rural telephone company" within the definition of that term set forth in 47 U.S.C. §153(37).

- 2) Is the Commission's jurisdiction and authority to compel, by mandatory arbitration or otherwise, Unitel, Oxford West Telephone Company, Oxford Telephone Company; Tidewater Telecom, Inc., and Lincolnville Telephone Company to negotiate the terms of an interconnection agreement with CRC limited as a matter of state law (including, but not limited to 35-A M.R.S.A. §§7901 and 7903), and, if so, what is the extent of such limitation? In analyzing this question, comments addressing the legislative history of state statutes might be especially useful. Also helpful would be comments addressing whether and to what extent Commission precedent approving arbitration proceedings pursuant to Section 252 of the TelAct has addressed, either implicitly or explicitly, the question of whether state statutes limit the authority of the Commission to implement Section 252 of the TelAct.

- 3) Assuming that the Commission's authority to compel, by arbitration or otherwise, negotiation between CRC and the ITCs over the terms of an interconnection agreement, is not circumscribed by state law, does the TelAct itself limit such authority to only those circumstances in which the Commission must determine, pursuant to 47 U.S.C. §251(f)(1)(B), whether to terminate the so-called "rural exemption? If the Commission's authority is not so limited by the TelAct itself, are there public policy reasons which would support abstention by the Commission of its authority to compel negotiation in circumstances in which it is not called upon to determine, pursuant to 47 U.S.C. §251(f)(1)(B), whether to terminate the so-called "rural exemption ?

UniTel, the Telephone Association of Maine (TAM), and CRC filed written comments addressing these questions on January 30, 2008. Time Warner Cable Information Services (Maine) LLC (Time Warner) filed comments on January 31, 2008. In addition to these filings, we have reviewed and considered the arguments set forth in CRC's petition for arbitration, UniTel's December 21, 2007 response and motion to dismiss the petition, and TAM's December 21, 2007 comments in response to the CRC petition. We have also reviewed and considered the written comments of TAM, Time Warner, and Unitel bearing on the applicability of the rural exemption and filed in response to a February 9, 2007 Procedural Order issued in Docket No. 2006-739.³

³ In Docket No. 2007-739, Time Warner petitioned the Commission for an expansion of its authority to provide service. At the request of the Hearing Examiner, the parties in that matter filed briefs addressing the applicability of the rural exemption.

B. Positions of the Parties

1) CRC and Time Warner

CRC and Time Warner argue that CLECs have an unequivocal right under §251(a) to interconnect and exchange traffic with all telecommunications carrier, that §251(b) imposes additional duties on LECs that go beyond interconnection and the exchange of traffic, such as the obligation to provide resale, number portability dialing parity, access to rights-of-way, and reciprocal compensation arrangements for the transport and termination of telecommunications, and that §251(c) imposes still further obligations on the even narrower group of telecommunications companies, the ILECs, including the duty to provide interconnection "at any technically feasible point" at rates established through the TELRIC methodology, to provide to the resale of telecommunications services at a cost-based discount, and to make available for purchase unbundled network elements at TELRIC prices.

According to CRC and Time Warner, the duty of an ILEC to interconnect pursuant to §251(c)(2) does not come into play until and unless a CLEC makes a specific request for interconnection pursuant to that section. Further, CRC and Time Warner claim that only a specific request for interconnection pursuant to §251(c)(2), coupled with the submission of notice to the PUC, implicates the rural exemption. Thus, CRC and Time Warner read the rural exemption provision of the statute, §251(f)(1)(A), which states "[s]ubsection (c) of this section shall not apply to a rural telephone company until (i) such company has received a bona fide request for interconnection, services, or network elements," as though it read "[s]ubsection (c) of this section shall not apply to a rural telephone company until (i) such company has received a bone fide request for interconnection, services, or network elements *pursuant to §251(c)*, *however, subsection (c) of this section shall apply to a rural telephone company when the company has received a bone fide request for interconnection or services pursuant to §251 (a) or (b).*" In the view of CRC and Time Warner, an ILEC cannot evade its §251(a) duty to interconnect by refusing to negotiate and enter into an interconnection agreement.

CRC and Time Warner also assert that the compulsory arbitration procedures set forth in §252(b) requires state commissions to arbitrate disputes arising under all subsections of §251. This is evident, according to CRC and Time Warner, from the language of §252(a) (1) stating that "[u]pon receiving a request for interconnection, services, or network elements pursuant to *section 251 of this title*, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251." In the view of CRC and Time Warner, the fact that particular subsections of section 251 are not referenced in

In our November 15, 2007 Order granting Time Warner's petition, we found that consideration of the rural exemption issue was, at that time premature, and we notified the parties that we would consider their written comments in any subsequent matter in which a request for interconnection triggered the rural exemption.

the first clause of the quoted language reflects Congress's intent not to limit the reach of the compulsory arbitration provisions of the statute to particular subsections such as §251(c).

CRC and Time Warner each assert that state law does not create any obstacle to the assertion by the Commission of jurisdiction over CRC's petition.

2) Unitel and TAM

Unitel and TAM argue that the duty of an ILEC to engage in good faith negotiations with a CLEC is found in §251(c)(1), but not in §251(a) or §251(b), and that, pursuant to the plain language of §251(c)(1), the duty pertains only to terms and conditions of agreements to fulfill those obligations as are set forth in either §251(b)(1)-(b)(5) and/or in §251(c). Thus, according to Unitel and TAM, no ILEC has a duty to engage in good faith negotiations unless the object of those negotiations is an interconnection agreement covering the terms of an arrangement for resale of telecommunications services, §251(b)(1), number portability, §251(b)(2), dialing parity, §251(b)(3), access to rights-of-way, §251(b)(4), reciprocal compensation for the transport and termination of traffic, §251(b)(5), interconnection for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the network of like quality as that provided by the ILEC to itself or its subsidiaries and at rates and on terms and conditions that are just, reasonable and nondiscriminatory, §251(c)(2), access to unbundled network elements, §251(c)(3), wholesale rates for any telecommunications service offered by the ILEC at retail to subscribers who are not telecommunications carriers, §251(c)(4), notice or changes in information necessary for the transmission and routing of services using the ILEC's facilities, §251(c)(5), or physical collocation of equipment necessary for interconnection or access to unbundled network elements, §251(c)(6).

Unitel and TAM each assert that state law does not create any obstacle to the assertion by the Commission of jurisdiction over CRC's petition.

C. Relevant Statutes and Decisional Authority

1. TelAct

Relevant portions of the operative sections of the TelAct are:

§251(a) General duty of telecommunications carriers

Each telecommunications carrier has the duty –

- (1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers; and

- (2) not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to section 255 or 256 of this title.

§251(b) Obligations of all local exchange carriers

Each local exchange telecommunications carrier has the following duties:

- (1) Resale
- (2) Number portability
- (3) Dialing parity....
- (4) Access to rights-of-way
- (5) Reciprocal compensation

§251(c) Additional obligations of incumbent local exchange carriers

In addition to the duties contained in subsection (b) of this section, each incumbent local exchange carrier has the following duties:

- (1) Duty to negotiate.

The duty to negotiate in good faith in accordance with section 252 of this title the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) of this section and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith the terms and conditions of such agreements.

- (2) Interconnection.

The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network –

- (A) for the transmission and routing of telephone exchange service and exchange access;
- (B) at any technically feasible point within the carrier's network;
- (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
- (D) on rates, terms, and conditions that are just, reasonable and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252 of this title.

- (3) Unbundled access.....
- (4) Resale...
- (5) Notice of changes...
- (6) Collocation...

§251(f)(1) Exemption for certain rural telephone companies

(A) Exemption.

Subsection (c) of this section shall not apply to a rural telephone company until (i) such company has received a bona fide request for interconnection, services, or network elements, and (ii) the State commission determines (under subparagraph (B)) that such request is not unduly economically burdensome, is technically feasible, and is consistent with section 254 of this title (other than subsections (b) (7) and (c) (1) (D) thereof).

(B) State termination of exemption and implementation schedule.

The party making a bona fide request of a rural telephone company for interconnection, services, or network elements shall submit a notice of its request to the State commission. The State commission shall conduct an inquiry for the purpose of determining whether to terminate the exemption under subparagraph (A). Within 120 after the State commission receives notice of the request, the State commission shall terminate the exemption if the request is not unduly economically burdensome, is technically feasible, and is consistent with section 254 of this title (other than subsections (b) (7) and (c) (1) (D) thereof). Upon termination of the exemption, a State commission shall establish an implementation schedule for compliance with the request that is consistent in time and manner with Commission regulations.

§252(a) Agreements arrived at through negotiation

(1) Voluntary negotiations.

Upon receiving a request for interconnection, services, or network elements pursuant to section 251 of this title, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251 of this title...

(2) Mediation.

Any party negotiating an agreement under this section may, at any point in the negotiation, ask a State commission to participate in the negotiation and to mediate any differences arising in the course of the negotiation.

§252(b) Agreements arrived at through compulsory arbitration

(1) Arbitration

During the period from the 135th to the 160th day (inclusive) after

the date on which the incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issue.

2. *Sprint Communications Company v. Public Utilities Commission of Texas and Brazos Telephone Cooperative*, No. A-06-CA-065-SS, 2006 U.S. Dist. LEXIS 96569 (W.D. Tex. Aug. 14, 2006).

The *Brazos* case arises out of a decision of the Public Utilities Commission of Texas dismissing a petition for arbitration brought by Sprint. Sprint, a CLEC, sought arbitration of an interconnection agreement it sought with Brazos. Sprint claimed that it was seeking interconnection under §251(a) and (b). The Texas commission found that Sprint's request for interconnection was governed by §251(c), and that Brazos was exempt from the requirements of that section because it is a rural carrier entitled to invoke the rural exemption pursuant to §251(f) (1).

The District Court upheld the decision of the Texas PUC, and based its decision on the text and structure of the TelAct. Specifically, the Court observed that the rural exemption only applies to the duties set forth in §251(c) because the language of the exemption, set forth in §251(f) (1) states: "[s]ubsection (c) of this section shall not apply to a rural telephone company..." The Court held that because the "duty to negotiate" terms of an interconnection agreement is found, and created, in §251(c) (1), that duty is among those which "shall not apply to a rural company" unless and until the rural exemption is lifted. Thus, "because Brazos is a rural telephone company exempt from §251(c) (1)'s duty to negotiate, Brazos is free to refuse to negotiate anything at all with Sprint unless and until the PUC lifts Brazos' rural exemption. The Court explained that "[t]he policy evinced in §251(f) is that rural telephone companies should be shielded from burdensome interconnection requests until the PUC has screened such requests," and that "[t]his policy could too easily be thwarted if a CLEC, such as Sprint, could evade PUC screening by denominating its request for interconnection as one solely under §251(a) or (b). The Court also noted that "§251(a) and (b) say nothing at all about 'agreements,' 'negotiations,' or 'arbitration,'" and while "there are duties established by §251(a) and (b), and such duties apply to Brazos," there is no "language in the Act indicating that these duties independently give rise to a duty to negotiate or to arbitrate."

3. *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, RM-8535, Memorandum Opinion and Order, Adopted March 6, 1997, rel. March 11, 1997.

In its 1997 *Number Portability Order*, the FCC rejected the contention, made by rural LECs, that they are relieved from any obligation to provide number portability until such time as a state commission lifts the

rural exemption pursuant to §251(f)(1). The FCC rejected such a reading of §251(f)(1), stating that “Sections 251(b) and 251(c) are separate mandates,” and “the requirements of Section 251(b) apply to a rural LEC even if Section 251(f)(1) exempts such LECs from a concurrent Section 251(c) requirement.” *Order* at ¶ 119. The FCC noted, however, that “Section 251(f) (1) does exempt rural carriers from the duty to negotiate in good faith over the terms and conditions of agreements to fulfill the duties of Section 251(b), including number portability.” *Order* at ¶ 117, n. 393. The FCC did not reconcile whatever might be the tension caused by the coexistence of a statutory requirement that rural LECs provide number portability, §251(b) (2), and the statutory relief provided to rural LECs by §251(f) (1) from the duty, set forth in §251(c) (1), to negotiate in good faith over the terms and conditions of agreements to fulfill the obligations to provide number portability.

4. *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, WC Docket No. 06-55, DA 07-709 (WCB rel. Mar. 1, 2007).

In its 2007 *Time Warner Order*, the Wireline Competition Bureau of the FCC issued a declaratory ruling that wholesale providers of telecommunications services are telecommunications carriers for the purposes of §251(a) and §251(b), and that they “are entitled to interconnect and exchange traffic with incumbent LECs pursuant to Section 251(a) and (b) of the Act for the purpose of providing wholesale telecommunications services.” *Order* at ¶ 8. The declaratory ruling was limited to the issue of whether the Nebraska and South Carolina correctly found that a provider of wholesale service is not a “telecommunications carrier” within the meaning of the TelAct. The Bureau was not called upon to address, and did not address, the question of whether a rural ILEC can be compelled, by arbitration or otherwise, to negotiate in good faith over the terms and conditions of agreements to provide such interconnection and exchange of traffic pursuant to §251(a) and §251(b).

D. Decision

We adopt the reasoning of the *Brazos* court. The statutory source of an ILEC's obligation to negotiate an interconnection agreement with competitive carriers is §251(c)(1). However, rural ILECs are exempt from this provision of the TelAct pursuant to §251(f)(1). Our authority to compel and conduct arbitration over the terms of an interconnection agreement between ILECs and competitive carriers pursuant to §252(b)(2) presumes a duty on the part of an ILEC to engage in good faith negotiations regarding the terms of such an agreement in the first instance.

A rural ILEC is not exempt from the obligations set forth in §251(a) and §251(b). We are unable, however, to find in the text of the TelAct language conferring upon this Commission authority to directly enforce the requirements of §251(a) and §251(b). Instead, the TelAct contemplates only that the requirements of §251(a) and §251(b) will be enforced by a state commission in the context of its authority to arbitrate "open issues" remaining after voluntary negotiations have yielded incomplete results. Again, however, rural ILECs are exempt from the duty to negotiate in good faith. Until and unless the rural exemption is lifted, there is, quite simply, nothing to arbitrate.

We are mindful that the TelAct, so read, creates a regulatory gap whereby a state commission is without authority to enforce directly the requirements of §251(a) and §251(b) as they relate to rural ILECs for whom the rural exemption has not been lifted. See *Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC, and CenturyTel or Washington, Inc., Pursuant to 37 U.S.C. Section 252*, Seventh Supplemental Order: Affirming Arbitrator's Report and Decision, Docket No. UT-023043, at 11 (Wash. Utilities & Transp. Comm'n Feb. 28, 2003). In its *Number Portability Order*, *supra*, upon which Time Warner relies, the FCC implicitly recognized the existence of this gap when it observed, on the one hand, that the rural exemption does not shield rural ILECs from their obligations under §251(a) and §251(b), but that on the other hand, rural ILECs are exempt from the duty to negotiate with competitive carriers over agreements to fulfill the requirements of §251(a) and §251(b). The FCC decisions cited by CRC and Time Warner, such as the *Time Warner Cable Request for Declaratory Ruling*, *supra*, do not resolve this tension – a tension created by the text and structure of the TelAct itself.

Notwithstanding the foregoing, and having found that §251(f)(1) presently exempts the rural ILECs from a duty to negotiate, we find that the correspondence between the parties is sufficient to demonstrate that, as of this date, CRC has made a bona fide request for interconnection, services, or network elements of the rural carriers, and that the rural carriers have, in turn, properly raised the rural exemption. The Hearing Examiner shall schedule evidentiary hearings and such additional proceedings as will enable us to determine whether the rural exemption should be terminated as to each rural ILEC within 120 days of this Order.

TAB 2

Background

As pointed out in Pine Tree Network's Petition filed in Docket No. 2007-465 (filed on September 20, 2007), Pine Tree Networks has an agreement with Time Warner Cable Information Services of Maine, LLC ("TWCIS"), a Voice Over Internet Protocol (VoIP) provider in Maine, whereby Pine Tree Networks will provide certain wholesale telecommunications services to TWCIS. In order to provide wholesale telecommunications service to TWCIS (and potentially other VoIP providers) in certain exchanges served by the ITCs listed in Exhibit "A" in Maine, Pine Tree Networks has requested interconnection agreements with these ITCs. However, the ITCs listed in Exhibit "A" have not agreed to undertake voluntary negotiations¹.

In order to expedite negotiations with these ITCs, Pine Tree Networks requested (in its September 20, 2007 filing in Docket No. 2007-465) an Order from the Commission, compelling these ITCs to negotiate an interconnection agreement with Pine Tree Networks.² Pine Tree Networks must also be cognizant of the statutory time-frame for arbitration of Section 252, with the opening of the 135 – 160 window following Pine Tree Networks requests delivered to these ITCs. Accordingly, Pine Tree Networks files this petition for consolidated arbitration in order to obtain the interconnection agreements with these ITCs.

Negotiations

On July 5, 2007, Pine Tree Networks sent a request letter, along with a draft agreement and appendices, to the ITCs listed in Exhibit "A," as a formal request for an agreement with the

¹ Pine Tree Networks is in voluntary negotiations with several other ITCs, and has sought expanded authorizations in these ITC territories, pursuant to 35-A M.R.S.A. 2102 and 2105, by petition filed on November 16, 2007. See Docket No. 2007-594.

² Pine Tree Networks will request this relief need not be decided in the content of Docket No. 2007-465 (order for negotiations), given the filing of this Petition for Arbitration, which essentially seeks the same relief. However, the request for expanded authority in these ITC regions is still being requested

relevant ITC for interconnection and the exchange of telephone traffic.³ This letter stated, in part:

This letter is a bona fide request by CRC Communications of Maine to interconnect with [the ITC] pursuant to section 251(a)(b) and (c) of the Telecommunications Act of 1996. **The interconnection terms in which CRC Communications of Maine is primarily interested are provisions regarding mutual exchange of traffic, number porting, reciprocal compensation and dialing parity.**⁴

In response, these ITCs take the position that they will not negotiate with Pine Tree Networks towards such an agreement. For example, in a letter dated August 9, 2007, one of the ITCs responded by refusing to negotiate such an agreement, raising two concerns.⁵ First, the ITC cited the “rural exemption” provisions of section 251(f)(1) as applicable “to the entire request of CRC, regardless of the description of any part of CRC’s interconnection request as being pursuant to sections 251(a), (b) or (c) and section 252.” Second, the ITC noted that CRC Communications has not yet received Commission authorization, or amendment of its authority, to offer facilities-based competitive local exchange services in the ITC territory.⁶ Pine Tree Networks has received similar letters from other ITCs, dated August 10, 2007,⁷ and August 30, 2007.⁸

Issues for Arbitration

Issue No. 1: Whether the ITCs are required to negotiate with Pine Tree Networks in good faith towards an interconnection agreement for the items set forth in Sections 251(a) and (b) of the Act.

³ A copy of the July 5, 2007 letters sent to the ITCs is attached as Exhibit “B,” and a copy of the proposed interconnection agreement sent to them is attached as Exhibit “C.”

⁴ Exhibit “B” at page 1 (emphasis added).

⁵ A copy of this August 9, 2007 ITC letter is attached as Exhibit “D.” (Unitel).

⁶ Id. This ITC also suggests that the Commission should help ITCs and CLECs by clarifying the procedures for such interconnection requests. Pine Tree Networks agrees that the Commission should help clarify such procedures.

⁷ A copy of this August 10, 2007 letter (Oxford) is attached as Exhibit “E.”

⁸ A copy of this August 30, 2007 letter (Lincolnville) is attached as Exhibit “F.”

The ITCs take the position that the rural exemption may be used to prevent any negotiations towards an interconnection agreement for the items listed in Sections 251(a) and (b) of the Act. Pine Tree Networks believes that this view is not compatible with the duty imposed on all LECs under federal and state law and policy, designed to promote the introduction of competitive offerings via interconnected VoIP providers. On the contrary, several recent FCC and Maine Commission Orders support Pine Tree Network's position that ITCs must interconnect and exchange traffic with Pine Tree Networks, so that Pine Tree Networks can provide service to companies, such as TWCIS.

For example, on March 1, 2007, the FCC granted a petition for a declaratory ruling, filed by Time Warner Cable, and determined that "wholesale telecommunications carriers are entitled to interconnect and exchange traffic with incumbent local exchange carriers (LECs) when providing services to other service providers, including voice over Internet Protocol (VoIP) service providers pursuant to sections 251(a) and (b) of the Communications Act of 1934, as amended (the Act)."⁹

The FCC ruled that wholesale providers are entitled to such agreements (under sections 251(a) and (b)), even where certain state commissions have determined that rural LECs are not obligated to enter into interconnection agreements with CLECs, to the extent that such CLECs operate as wholesale providers.¹⁰ The FCC found that a contrary decision "would impede the important development of wholesale telecommunications and facilities-based VoIP competition,

⁹ *In the Matter of Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of Communications Act of 1934, As Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, WC Docket No. 06-55 (Memorandum Opinion and Order rel. March 1, 2007) at pg. 1.

¹⁰ *Id.*

as well as broadband deployment policies developed and implemented by the Commission over the last decade, by limiting the ability of wholesale carriers to offer service.”¹¹

The FCC has also established, in recent rules, that all LECs, including rural LECs such as the ITCs, are obligated to cooperate with the CLEC partner of an interconnected VoIP provider to facilitate the portability of numbers.¹² And Local Numbering Portability is also one of the items listed in Section 251(b)(2). The FCC’s Order states that interconnected VoIP service “is increasingly used to replace analog voice service, including in some cases, local exchange service” and that customers will demand that regulatory protections, such as E911 and LNP are provided.

The interconnection agreement that Pine Tree Networks proposes will facilitate the opportunity for customers to have the greatest possible choice and to enhance competition, a fundamental goal of section 251 of the Telco Act. The FCC’s efforts to promote LNP for interconnected VoIP providers has particular significance to consumers in Maine, where many live in small and rural communities and have fewer options than customers in more urban areas of the country.¹³

Moreover, the Maine Commission has also supported the process of encouraging negotiations towards interconnection agreements between CLECs and ITCs in non-Verizon territories . One sample is shown in Docket No. 2006-323, where the Commission approved a voluntarily submitted interconnection agreement between a CLEC and a rural ILEC (or ITC) that

¹¹ *Id.* at pg. 5.

¹² *In the Matter of Telephone Number Requirements for IP-Enabled Services Providers*, Report and Order, Declaratory Ruling, Order on Remand, and Notice of Proposed Rulemaking, FCC 07-188 (rel. November 8, 2007).

¹³ *In the Matter of Telephone Number Requirements for IP-Enabled Services Providers*, Report and Order, Declaratory Ruling, Order on Remand, and Notice of Proposed Rulemaking, FCC 07-188 (rel. November 8, 2007), at 81.

was submitted pursuant to 47 U.S.C. sections 251(a) and (b), and submitted for approval under the provisions of section 252.¹⁴

More recently, the Commission authorized an expansion of authority to TWCIS to the ITC territories, and ruled that an important goal of the Commission is promoting competition in accordance with section 253 of the Act. The Commission reiterated that, under 47 U.S.C. 251, all telecommunications carriers are required to interconnect with the facilities and equipment of other telecommunications carriers.¹⁵ Accordingly, the Commission should find that the ITCs must engage in good faith negotiations towards an interconnection agreement with Pine Tree Networks.

Issue No. 2: Whether Pine Tree’s Request for an Interconnection Agreement with the ITCs implicates the “rural exemption” from interconnection arrangements, as provided in Section 251(f)(1) of the Act.

The ITCs listed in Exhibit “A” suggest that Pine Tree Network’s interconnection request cannot proceed unless there is a determination that the rural exemption of section 251(f)(1) does not apply. Pine Tree Networks respectfully disagrees that the rural exemption of section 251(f)(1) is a relevant matter in this request for an interconnection agreement seeking interconnection for purposes of sections 251(a) and (b)(which is all Pine Tree Networks requires in order to provide wholesale telecommunications services to TWCIS), and not for access to UNEs or mandatory collocation arrangements that are the subject of Section 251(c).

While Pine Tree understands that its letter did make a reference to 251(c), Pine Tree Network’s petition, filed on September 20, 2007, clarified that Pine Tree Networks did not mean

¹⁴ *Maine Telephone Company Request for Approval of Interconnection Agreement Between Maine Telephone Company and Time Warner Cable Information Services (Maine) LLC*, Docket No. 2006-323 (Order dated August 30, 2006).

¹⁵ *Time Warner Cable Information Services (Maine), LLC, Petition for Finding of Public Convenience And Necessity to Expand Scope of Authority to Provide Facilities Based Local Exchange Service in Independent Telephone Company Territories*, Docket No. 2006-739 (Order dated Nov. 15, 2007).

to raise subsection (c) in its request letter to secure subsection (c) type network interconnection, but is in fact only interested in interconnection arrangements towards the items required of all LECs, contained in Section 251(a) and (b), and this is proved by reference to the proposed interconnection agreement, attached as Exhibit "C".

In other words, Pine Tree Networks referenced sub-section (c) only to the extent necessary to obtain compulsory arbitration rights under section 252, not to obtain UNEs, TELRIC pricing, access to resale services, or other items, such as collocation, that are provided for under sub-section (c) of Section 251. Also, Pine Tree Networks believes that the compulsory time-frames of section 252 arbitrations apply to all requests for section 251 interconnection, seeking interconnection for the items listed in section 251(a) and (b), as Section 252 contains no limiting language that would restrict the compulsory time frames to just a Section 251(c) request.¹⁶ Thus, for all practical purposes, the reference to subsection (c) is superfluous and not relevant in this context.

For these reasons, since the ITCs raise the rural exemption provided for under 251(f)(1) as applicable to section 251(a) and (b) negotiations,¹⁷ the Commission should rule that the rural exemption contained in section 251(f)(1) is not applicable to such a limited request for interconnection seeking the items set forth in sections 251(a) and (b).

Issue No. 3: Whether Pine Tree's Request for an Interconnection Agreement with the ITCs implicates the "2%" carrier relief from interconnection arrangements, as provided in Section 251(f)(2) of the Act.

While not specifically identified as such in the letters submitted to oppose Pine Tree Networks request for interconnection, since Pine Tree Networks has requested interconnection for the items listed in Section 251(b) it is possible that the Commission may decide that a

¹⁶ See 47 U.S.C. § 252.

¹⁷ See, e.g., Exhibit "D" (claiming exemption from duty to negotiate for all items requested, citing 251(f)(1).

determination, pursuant to Section 251(f)(2) should be made, if the ITCs make such a petition or request to the Commission. Even if such a petition is filed, in response to this request for arbitration, Pine Tree Networks does not believe that the ITCs can sustain their heavy burden of proof to prevent an interconnection agreement with Pine Tree Networks.

Section 251(f)(2) allows LECs with fewer than two percent of the nation's subscriber lines to petition a state commission for a "suspension or modification" of any of the requirements of section 251(b). In theory, this presents an opportunity for a 2% LEC to be relieved of the duties imposed on all LECs under Section 251(b), but only if a suspension or modification is necessary "(i) to avoid a significant adverse economic impact on users of telecommunications services generally; (ii) to avoid imposing a requirement that is unduly economically burdensome; or (iii) to avoid imposing a requirement that is technically infeasible;" and where the "public interest" compels such a result.¹⁸

On the contrary, Pine Tree's request seeks only an agreement designed to connect the networks, so that customers of each of the companies can talk to each other, and so that the companies have clear arrangements for how they will interconnect on their respective networks. This kind of interconnection sought here presents little, if any, technical difficulties or economic hardship on the ITC. There is likely to be little economic impact to the ITCs, and certainly no "significant" adverse economic impact or any "unduly" economic burden involved here.

Moreover, as mentioned above, the FCC has recently determined that small, rural wireline LECs must facilitate the portability of numbers (and customers) that seek to subscribe to an interconnected VoIP provider, especially important to small and rural communities where

¹⁸ 47 U.S.C. 251(f)(2)(A) and (B). Further, in the event the ITCs raise the 2% request, the Commission must address that issue "within 180 days after receiving such a petition." Section 251(f)(2)(B)

customers tend to have fewer options than customers in more urban areas of the country.¹⁹

Finally, the FCC long ago ruled that the relief provided in Section 251(f)(2) “did not intend to insulate smaller or rural LECs from competition, and thereby prevent subscribers in those communities from obtaining the benefits of competitive” services.²⁰

Thus, we believe that, in order to justify . . . suspension, or modification of the Commission’s section 251 requirements, a LEC must offer evidence that application of those requirements would be likely to cause undue economic burdens beyond the economic burdens typically associated with efficient competitive entry.²¹

Pine Tree Networks believes that the ITCs will not be able to make such a showing of “undue economic burden,” given the type of interconnection arrangements sought in this request for Section 251 (a) and (b) interconnection. Alternatively, the Commission should find that any impact to rural ITCs will also be greatly outweighed by the public benefits of allowing customers in these rural exchanges to obtain the benefits of competitive VoIP options.

Issue No. 4: Whether the terms of the proposed interconnection agreement provided to ITCs by Pine Tree Networks is in the public interest and consistent with the requirements of Sections 251 and 252.

Section 252 requires the Commission to determine that the terms of the agreement meet the requirements of section 251, with appropriate rates for interconnection and reciprocal compensation, based on a “just and reasonable” standard. 47 U.S.C. 252(c) and (d)(2). Pine Tree Networks believes that the terms of its proposed agreement, attached as exhibit “C” meet these standards. In particular, the proposed agreement provides for the arrangements to facilitate

¹⁹ *In the Matter of Telephone Number Requirements for IP-Enabled Services Providers*, Report and Order, Declaratory Ruling, Order on Remand, and Notice of Proposed Rulemaking, FCC 07-188 (rel. November 8, 2007), at 81.

²⁰ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, FCC No. 96-325, 11 FCC Rcd 15499 (rel. Aug. 8, 1996), at § 1262.

²¹ *Id.*

interconnection of networks and for the mutual exchange of traffic between Pine Tree Networks and each of the ITCs listed in Exhibit "A."

REQUEST FOR RELIEF

For all these reasons, CRC Communications of Maine, Inc. respectfully requests that the Commission grant the following relief:

- A. That the Commission arbitrate the issues described above, between Pine Tree Networks and the ITCs listed in Exhibit "A," within nine months of July 5, 2007, the date on which CRC Communications of Maine made its request to negotiate an interconnection agreement with these ITCs.
- B. That the Commission issue an order directing the parties to submit, within thirty days of the date of the order, an interconnection agreement reflecting: (1) the language in the proposed agreement in Exhibit "C"; and/or (2) the resolution language of the agreement determined in this arbitration proceeding;
- C. That the Commission retain jurisdiction of this arbitration until the parties have submitted an interconnection agreement for approval by the Commission in accordance with Section 252(e) of the Act.
- D. That the Commission further retain jurisdiction of this arbitration and the parties hereto until the ITCs listed in Exhibit "A" have complied with all implementation time frames specified in the arbitrated interconnection agreement and has fully implemented the terms of the agreement.
- E. That the Commission take such other and further action as it deems appropriate.

Respectfully submitted,
CRC Communications of Maine, Inc.

By its attorney:

Alan M. Shoer, Esq.
Adler Pollock & Sheehan, P.C.
One Citizen's Plaza, 8th Floor
Providence, Rhode Island 02818
401-427-6152
ashoer@apslaw.com

Dated: November 29, 2007

436511_1.doc

A

Exhibit "A"

Unitel, Inc.

129 Main Street
PO Box 165
Unity, Maine 04988-0165

Oxford West Telephone Company; Oxford Telephone Company

491 Lisbon Street
P.O. Box 7400
Lewiston, Maine 04243-7400

Tidewater Telecom, Inc.; Lincolnville Telephone Company

133 Back Meadow Road
Nobleboro, Maine 04555-9254

B



Clear Choices in Communications

July 5, 2007

Ms. Laurie Osgood
President
UniTel, Inc.
P.O. Box 165
Unity, Maine 04988

Dear Ms. Osgood:

Please accept this letter as a formal request to resume discussions for an agreement with your company for interconnection and the exchange of telephone traffic. This letter is a bona fide request by CRC Communications of Maine to interconnect with UniTel pursuant to section 251(a), (b) and (c) of the Telecommunications Act of 1996. The interconnection terms in which CRC Communications of Maine is primarily interested are provisions regarding mutual exchange of traffic, number porting, reciprocal compensation and dialing parity.

Section 252 specifically sets forth that between the 135th and 160th day after a party has received a request for negotiations under this Section, either party may request the state regulatory commission to initiate arbitration proceedings to resolve any open issues. CRC of Maine will treat the date of this letter as the starting point for determining the arbitration window.

When we met at your office on September 6, 2006, CRC Communications of Maine (d.b.a., Pine Tree Networks) presented a draft agreement and appendices for your consideration. The following documents were included:

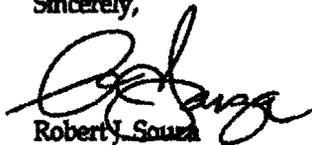
- INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
- APPENDIX NIM (Network Interconnection Methods)
- APPENDIX ITR (Interconnection Trunking Requirements)
- APPENDIX NUMBERING
- APPENDIX NUMBER PORTABILITY
- APPENDIX RECIPROCAL COMPENSATION

I believe these documents provide a reasonable point to begin our dialogue. However, if you have a draft agreement you would like to use I would be agreeable to using it as our starting point.

56 Campus Drive • New Gloucester, Maine 04260 • p: 207-688-8811
toll free: 866-PINE-TREE • f: 207-688-8833 • www.pinetreenetworks.com

Please contact me at your earliest convenience to discuss this request and to establish a timeline whereby we can negotiate a mutually acceptable agreement. I can be reached directly at 207-688-8241.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Souza", written over the printed name.

Robert J. Souza
President

Cc: file



Clear Choices in Communications

July 5, 2007

Ms. Shirley Manning
President & General Manager
Tidewater Telecom/Lincolntonville Telephone Company
133 Back Meadow Road
Nobleboro, Maine 04555-9254

Dear Ms. Manning:

Please accept this letter as a formal request to resume discussions for an agreement with your company for interconnection and the exchange of telephone traffic. This letter is a bona fide request by CRC Communications of Maine to interconnect with Tidewater Telecom and Lincolntonville Telephone Company pursuant to section 251(a), (b) and (c) of the Telecommunications Act of 1996. The interconnection terms in which CRC Communications of Maine is primarily interested are provisions regarding mutual exchange of traffic, number porting, reciprocal compensation and dialing parity.

Section 252 specifically sets forth that between the 135th and 160th day after a party has received a request for negotiations under this Section, either party may request the state regulatory commission to initiate arbitration proceedings to resolve any open issues. CRC of Maine will treat the date of this letter as the starting point for determining the arbitration window.

In a letter dated September 18, 2006, CRC Communications of Maine (d.b.a., Pine Tree Networks) sent a draft agreement and appendices for your consideration. The following documents were provided:

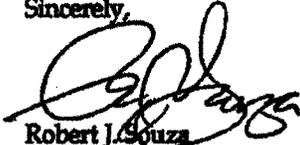
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toll free: 866-PINE-TREE • f: 207-688-8833 • www.pinetreenetworks.com

Please contact me at your earliest convenience to discuss this request and to establish a framework whereby we can negotiate an agreement. I can be reached directly at 207-688-8241.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Souza", written over a horizontal line.

Robert J. Souza
President

Enclosures: September 18, 2006 letter
Cc: file



Clear Choices in Communications

July 5, 2007

Mr. Craig S. Gunderson
Chief Executive Officer
Oxford Telephone Company/Oxford West Telephone Company
P.O. Box 7400
Lewiston, Maine 04243

Dear Mr. Gunderson:

Please accept this letter as a formal request to resume discussions for an agreement with your company for interconnection and the exchange of telephone traffic. This letter is a bona fide request by CRC Communications of Maine to interconnect with Oxford Telephone Company and Oxford West Telephone Company pursuant to section 251(a), (b) and (c) of the Telecommunications Act of 1996. The interconnection terms in which CRC Communications of Maine is primarily interested are provisions regarding mutual exchange of traffic, number porting, reciprocal compensation and dialing parity.

Section 252 specifically sets forth that between the 135th and 160th day after a party has received a request for negotiations under this Section, either party may request the state regulatory commission to initiate arbitration proceedings to resolve any open issues. CRC of Maine will treat the date of this letter as the starting point for determining the arbitration window.

In a letter dated September 18, 2006, CRC Communications of Maine (d.b.a., Pine Tree Networks) sent a draft agreement and appendices for your consideration. The following documents were provided:

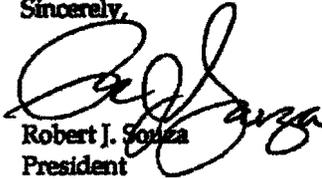
- INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
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I believe these documents provide a reasonable point to begin our dialogue. However, if you have a draft agreement you would like to use I would be agreeable to using it as our starting point.

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toll free: 866-PINE-TREE • f: 207-688-8833 • www.pinetreenetworks.com

Please contact me at your earliest convenience to discuss this request and to establish a framework whereby we can negotiate an agreement. I can be reached directly at 207-688-8241.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Souza", written over the printed name and title.

Robert J. Souza
President

Enclosures: September 18, 2006 letter
Cc: file

C

**INTERCONNECTION AGREEMENT- UNDER SECTIONS 251
AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Between

[TELCO]

and

**CRC Communications of Maine, Inc.
d/b/a Pine Tree Networks**

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INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is dated as of [date] by and between Telco, a [] corporation, as agent for the Maine operating companies listed in Appendix A ("TELCO") and, CRC Communications of Maine, Inc.d/b/a Pine Tree Networks ("CRC COMMUNICATIONS OF MAINE"), a Delaware corporation, with its principal place of business at 56 Campus Drive, New Gloucester, Maine 04260..

WHEREAS, the Parties desire to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and/or business End Users in the state of Maine; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and facilities and provide to each other services as required by Sections 251(a) and (b) of the Telecommunications Act of 1996 as specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CRC COMMUNICATIONS OF MAINE and TELCO hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

1.1 Pursuant to Sections 251(a) and (b) of the Telecommunications Act of 1996 ("Act"), this Agreement sets forth the terms and conditions for the interconnection of CRC COMMUNICATIONS OF MAINE's network to TELCO's network, compensation for the transport and termination of telecommunications traffic between TELCO and CRC COMMUNICATIONS OF MAINE, and the provision of Ancillary Functions by TELCO and CRC COMMUNICATIONS OF MAINE.

1.2 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived any applicable

exemptions that are provided by or available under the Act, including but not limited to those described in 47 USC 251(f), or under state law.

- 1.3 TELCO may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.4 This Agreement includes and incorporates herein all accompanying Appendices, Addenda and Exhibits.

2. DEFINITIONS

2.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 2.2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.2 GENERAL DEFINITIONS

2.2.1 "Access Service Request" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.2.2 "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2.3 "Advanced Services" means intrastate or Interstate wireline Telecommunications Services, such as ADSL, xDSL that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

2.2.3.1 Data services that are not primarily based on packetized technology, such as ISDN,

2.2.3.2 x.25-based and x.75-based packet technologies, or

2.2.3.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.

2.2.4 "Affiliate" is As Defined in the Act.

- 2.2.5 **“Alternate Billing Service (ABS)”** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 2.2.6 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.2.7 **“As Defined in the Act”** means as specifically defined by the Act.
- 2.2.8 **“As Described in the Act”** means as described in or required by the Act.
- 2.2.9 **“Automatic Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 2.2.10 **“Business Day”** means Monday through Friday, 8:00a.m. - 5:00p.m., excluding holidays on which TELCO does not provision new retail services and products.
- 2.2.11 **“Calling Party Number” (CPN)** means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 2.2.12 **“Central Office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 2.2.12.1 **“End Office Switch” or “End Office”** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
- 2.2.12.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

- 2.2.13 **"Commission"** means the Maine Public Utilities Commission.
- 2.2.14 **"Common Channel Signaling"** (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.2.15 **"Common Language Location Identifier"** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 2.2.16 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 2.2.17 **"Custom Local Area Signaling Service Features"** (CLASS Features) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 2.2.18 **"Customer"** or **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail or end users of either parties wholesale partners. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement. [add definition of "wholesale Partner as 2.2.78?]
- 2.2.19 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.2.19.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's

failure to provide the other Party with accurate and complete Service Orders;

2.2.19.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.2.19.3 any Force Majeure Event.

2.2.20 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

2.2.21 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

2.2.21.1 **"Digital Signal Level 0"** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.2.21.2 **"Digital Signal Level 1"** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.2.21.3 **"Digital Signal Level 3"** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.2.22 **"Exchange Access"** is As Defined in the Act.

2.2.23 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.2.24 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

2.2.25 **"FCC"** means the Federal Communications Commission.

2.2.26 **"Feature Group D"** (FG-D) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

2.2.27 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

- 2.2.28 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.2.29 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 2.2.30 **"Indirect Interconnection"** provides for network interconnection between the Parties through a third party tandem provider performing a transit function.
- 2.2.31 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 2.2.32 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.2.33 **"Interconnection"** is As Defined in the Act.
- 2.2.34 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 2.2.35 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.2.36 **"InterLATA"** is As Defined in the Act.
- 2.2.37 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 2.2.38 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.
- 2.2.39 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

- 2.2.40 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.
- 2.2.41 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 2.2.42 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 2.2.43 **"Local Traffic"**, for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by TELCO's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same TELCO local calling area as such local calling area is defined by TELCO's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.
- 2.2.44 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 2.2.45 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as equipment designations.
- 2.2.46 **"Local Number Portability" (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

- 2.2.47 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.2.48 **"Loss" or "Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).
- 2.2.49 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing 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 ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 2.2.50 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 2.2.51 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).
- 2.2.52 **"Mutual Compensation"** is the compensation agreed upon by the Parties for those "Local Calls" that originate on one network and terminate on the other network.
- 2.2.53 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

- 2.2.54 **“Number Portability”** is As Defined in the Act.
- 2.2.55 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs that correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 2.2.56 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.2.57 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 2.2.58 **“Party”** means either CRC COMMUNICATIONS OF MAINE or TELCO that is a party to this Agreement. **“Parties”** means both CRC COMMUNICATIONS OF MAINE and TELCO.
- 2.2.59 **“Permanent Number Portability” (PNP)** is a long-term method of providing LNP using LRN.
- 2.2.60 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 2.2.61 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC

to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

- 2.2.62 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 2.2.63 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 2.2.64 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 2.2.65 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.
- 2.2.66 **Signaling Transport Signal level (STS-n)** is an electrical signal that is converted to or from SONET's optically based signal. Level 1 is 51.84 Mb/s or the electrical equivalent to OC-1 optical signal, level 2 is 155.52 Mb/s or the electrical equivalent to OC-3.
- 2.2.67 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 2.2.68 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 2.2.69 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

- 2.2.70 **"Tandem Transit Traffic"** is defined as local traffic originating or terminating on one Party's network that is switched and/or transported by the other Party and delivered to or from the network of a third party. For purposes of this Agreement, Tandem Transit Traffic does not include overflow traffic between the Parties that is routed through a third party tandem provider.
- 2.2.71 **"Telecommunications"** is As Defined in the Act.
- 2.2.72 **"Telecommunications Carrier"** is As Defined in the Act.
- 2.2.73 **"Telecommunications Service"** is As Defined in the Act.
- 2.2.74 **"Telephone Exchange Service"** is As Defined in the Act.
- 2.2.75 **"Telephone Toll Service"** is As Defined in the Act.
- 2.2.76 **"Trunk"** means a communication line between two switching systems.
- 2.2.77 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
- 2.2.78 **"Wholesale Partner"** means a provider of residence or business telecommunication services that delivers service to its end users via a wholesale services agreement with TELCO or CRC Communications of Maine.
- 2.3 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3. EFFECTIVE DATE

- 3.1 This Agreement becomes effective ("Effective Date") (1) when executed by each Party and ten (10) calendar days after the approval of the Commission under Section 252(e) of the Act; or (2) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4. INTERVENING LAW

- 4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based upon the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions and collectively of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties further acknowledge and agree that by executing this Agreement; neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5. TERM OF AGREEMENT

- 5.1 This Agreement will become effective as of the Effective Date stated above, and unless terminated earlier in accordance with the terms hereof, shall continue in effect until [3 years - date] (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- 5.2 Notwithstanding any other provision of this Agreement, either Party (the "Terminating Party") may terminate this Agreement and the provision of any Interconnection, functions, facilities, products or services provided pursuant to this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days

after receiving written notice thereof pursuant to this Section 5.2; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Section 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this Section 5.2 shall take effect immediately upon delivery of written notice by the Terminating Party to the other Party that it is effecting termination pursuant to this Section 5.2 and that conditions (i) and (ii) above pertain.

- 5.3 Upon the expiration of the Initial Term or any time thereafter, either Party may terminate this Agreement by providing written notice to the other Party of its intention to terminate, such written notice to be received at least one hundred eighty (180) days in advance of the date of termination. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.3 other than its obligations under Sections 5.4 and 5.5.
- 5.4 Upon termination or expiration of this Agreement in accordance with Sections 5.2 or 5.3:
- 5.4.1 Each Party shall continue to comply with its obligations set forth in Section 44; and
- 5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.
- 5.4.3 Each Party's confidentiality obligations shall survive; and
- 5.4.4 Each Party's indemnification obligations shall survive.
- 5.5 In the event of termination of this Agreement pursuant to Section 5.3, TELCO and CRC COMMUNICATIONS OF MAINE shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CRC COMMUNICATIONS OF MAINE shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement or a date approved by a Governmental Authority
- 5.6 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party at least ninety (90) days prior to the end of the Initial Term. Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such

request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

- 5.7 If either Party requests renegotiation of this Agreement pursuant to Section 5.6 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

6. ASSIGNMENT

- 6.1 Either Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, without the prior written consent of the other Party hereto, which consent will not be unreasonably withheld or delayed; provided, that the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 6.2 Each Party will notify the other in writing not less than sixty (60) days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

- 7.1 Each Party may, without the consent of the other Party, fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one Party ("the Disclosing Party") or its agent, employee, representative or Affiliate to the other in connection with this Agreement, during negotiations and the term of this Agreement:

8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" however, regardless of whether so marked, any non-public information which, because of legends or other markings, the circumstances of disclosure or the information itself, is otherwise reasonably understood by the Receiving Party to be proprietary and confidential to the Disclosing Party, shall be deemed to be Proprietary Information; or

8.1.2 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as "Derivative Information").

8.2 Proprietary Information Shall be Held in Confidence

8.2.1 Each Receiving Party agrees that:

8.2.1.1 all Proprietary Information communicated to it or any of its agents, attorneys, employees, lenders, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, attorneys, employees, lenders, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

8.2.1.2 it will not, and it will not permit any of its agents, attorneys, employees, lenders, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

8.2.1.3 it will disclose Proprietary Information only to those of its agents, attorneys, employees, lenders, representatives and Affiliates who

have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

8.2.1.4 it will, and will cause each of its agents, attorneys, employees, lenders, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, attorneys, employees, lenders, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, lender, representative or Affiliate of such Party's obligation to comply with this Agreement. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement.

8.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

8.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

8.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

8.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any

manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

- 8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other Governmental Authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, to the extent not prohibited by law, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 8.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then, to the extent not prohibited by law, such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 8.4 with respect to all or part of such requirement.
- 8.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 8.4. In the absence of such relief, if the Receiving Party is legally

compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, either Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to the other Party's activities under the Act if the Disclosing Party has complied with the foregoing provisions.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

- 8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this Section 8 shall obligate either Party to disclose to the other Party any particular information.
- 8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liabilities

9.1.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount TELCO or CRC COMMUNICATIONS OF MAINE has charged or would have charged to the other Party for the affected Interconnection, functions, facilities, products and service(s) that were not performed or were improperly performed.

9.1.2 Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.2 NO CONSEQUENTIAL DAMAGES

9.2.1 NEITHER CRC COMMUNICATIONS OF MAINE NOR TELCO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND

AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT TELCO'S OR CRC COMMUNICATIONS OF MAINE'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); AND (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY TELCO'S OR CRC COMMUNICATIONS OF MAINE'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

10. REMEDIES

10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

12.1 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff and subject to Section 9 hereof, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their

employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.2 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, facilities, products and services provided under this Agreement involving:

12.2.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.2.2 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, functions, facilities, products or services provided pursuant to this Agreement.

12.2.3 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

12.2.3.1 where an Indemnified Party or its End User modifies Interconnection, functions, facilities, products or services; provided under this Agreement without authorization of the Indemnifying Party; and

12.2.3.2 no infringement would have occurred without such modification.

12.3 Subject to Section 9 hereof, CRC COMMUNICATIONS OF MAINE shall reimburse TELCO for damages to TELCO's facilities utilized to provide Interconnection hereunder directly caused by the negligence or willful act of CRC COMMUNICATIONS OF MAINE, its agents or subcontractors or CRC COMMUNICATIONS OF MAINE's End User or resulting from CRC COMMUNICATIONS OF MAINE's improper use of TELCO's facilities, or due

to malfunction of any facilities, functions, products, services or equipment provided by CRC COMMUNICATIONS OF MAINE, its agents or subcontractors or CRC COMMUNICATIONS OF MAINE's End User. Upon reimbursement for damages, TELCO will cooperate with CRC COMMUNICATIONS OF MAINE in prosecuting a claim against the person causing such damage. CRC COMMUNICATIONS OF MAINE shall be subrogated to the right of recovery by TELCO for the damages to the extent of such payment.

- 12.4 Subject to Section 9 hereof, TELCO shall reimburse CRC COMMUNICATIONS OF MAINE for damages to CRC COMMUNICATIONS OF MAINE's facilities utilized to provide or access Interconnection hereunder directly caused by the negligence or willful act of TELCO, its agents or subcontractors or End User or resulting from TELCO's improper use of CRC COMMUNICATIONS OF MAINE's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by TELCO, its agents or subcontractors or TELCO's End User. Upon reimbursement for damages, CRC COMMUNICATIONS OF MAINE will cooperate with TELCO in prosecuting a claim against the person causing such damage. TELCO shall be subrogated to the right of recovery by CRC COMMUNICATIONS OF MAINE for the damages to the extent of such payment.

12.5 Obligation to Defend; Notice; Cooperation

12.5.1 Should a Claim arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

12.5.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

- 12.5.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 12.6 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.
- 12.7 In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party unless it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 12.8 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

- 13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

- 14.1 If either Party fails to remit payment for any undisputed charges in a timely fashion in accordance with their Agreement, the Billing Party may impose reasonable deposit arrangements on the Non-Paying Party as a condition to resuming the delivery of service or products.

15. BILLING AND PAYMENT OF RATES AND CHARGES

- 15.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

15.1.1 Remittance in full of all bills rendered by TELCO is due within thirty (30) calendar days of each bill date (the "Bill Due Date").

15.1.2 Remittance in full of all bills rendered by CRC COMMUNICATIONS OF MAINE is due within thirty (30) calendar days of each bill date (the "Bill Due Date").

15.1.3 If either Party fails to remit payment for any undisputed charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge ("Late Payment Charge") shall be assessed as provided in Section 15.1.3.1 as applicable.

15.1.3.1 If any charge incurred under this Agreement is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.

- 15.2 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") within sixty (60) days of the date of such bill and include in such written notice the specific details and reasons for

disputing each item listed in Section 16.3.1.1. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

15.2.1 The Billing Party may set off amounts Past Due plus any Late Payment Charges or Unpaid Charges from the Non-Paying Party in respect of payments otherwise due to the Non-Paying Party.

15.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 16.

15.4 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

15.4.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute; and

15.4.2 no later than the first Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party for that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges such Billing Party is entitled to receive pursuant to this Section.

15.5 Failure by the Non-Paying Party to pay either (i) all undisputed amounts to the Billing Party when due or (ii) any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the Billing Party within the time specified in the order or if no time is specified, then within the time set forth in Section 15.4.2, shall be grounds for termination of this Agreement.

15.6 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

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

16.2 Commencing Dispute Resolution

16.2.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods each of which is described below:

16.2.1.1 Service Center Dispute Resolution;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution.

16.3 Service Center Dispute Resolution

16.3.1 The following Dispute Resolution procedures will apply with respect to any *billing dispute* arising out of or relating to the Agreement.

16.3.1.1 If the written notice given pursuant to Section 15.2 discloses that a dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, one Party shall furnish the other Party

written notice of (i) the date of the bill in question, (ii) BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question, and (vii) the reason that the Party disputes the billed amount.

16.3.1.2 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the disputing Party furnishes all requisite information and evidence under Section 16.3.1.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, either Party may notify the other of the status of the dispute and the expected resolution date.

16.3.1.3 Either Party may initiate Informal Resolution of Disputes identified in Section 16.4 prior to initiating Formal Resolution of Disputes identified in Section 16.5 after sixty (60) calendar days from the Bill Due Date or if the Parties are unable to resolve the Disputed Amounts.

16.3.1.4 Nothing herein shall prevent either Party from terminating this Agreement in accordance with Section 5.2.

16.4 Informal Dispute Resolution

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.2 or Section 16.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement within thirty (30) calendar days of the date of such notice. The location, form, frequency, duration, and conclusion of these discussions otherwise will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Either party may initiate Formal Resolution of Disputes set forth in Section

16.5 if such Party provides notice to the other that any such dispute is unlikely to be resolved pursuant to any other Section hereof.

16.5 Formal Dispute Resolution

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 16.6.1.

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

16.6 Arbitration

16.6.1 When both Parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be New Gloucester, Maine, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. TERMINATION OF SERVICE

- 17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, and 17.4 shall apply to all charges billed for all products and services furnished under this Agreement.
- 17.2 Failure of either Party to pay charges or, by the due date, provide reasonably specific notice of any disputed charges, (Unpaid Charges), may be grounds for disconnection of Interconnection, functions, facilities, products and services furnished under this Agreement. If the Non-Paying Party fails to pay by the Bill Due Date, any and all undisputed charges billed to them under this Agreement, including any Late Payment Charges as provided for in Section 15.1.3 or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party may notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party.
- 17.3 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.
- 17.4 If undisputed charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above the Billing Party will notify the Non-Paying Party and the appropriate commission(s) in writing, that unless all charges are paid, all services rendered to the Non-Paying Party may be disconnected.
- 17.5 In the event the Billing Party discontinues service to the Non-Paying Party upon failure to pay undisputed charges only as provided in this section, the will have no liability to the Non-Paying Party in the event of such disconnection.
- 17.6 After disconnect procedures have begun, the Billing Party will not accept service orders from the Non-Billing Party until all unpaid, undisputed charges are paid The Billing Party also may require deposits in accordance with Section 14 in respect to any resumption or continuation in service.
- 17.7 Beyond the specifically set out limitations in this section, nothing herein will be interpreted to obligate the Billing Party to continue to provide service to any such end users or to limit any and all disconnection rights the Billing Party may have with regard to such end users.
- 17.8 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall comply with Section 15.2 and the other dispute resolution provisions hereof.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

18.2 If to CRC COMMUNICATIONS OF MAINE:

ATTN: Ed Tisdale
Vice President/CFO
Pine Tree Networks
56 Campus Drive
New Gloucester, Maine 04260

With a copy to:

Carrier Relations
Pine Tree Networks
56 Campus Drive
New Gloucester, Maine 04260

18.3 If to TELCO:

TELCO
ATTN:

With a copy to:

TELCO
ATTN:

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

19.3 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 19.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 19.6.

19.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (i) furnishes

the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless on an after-tax basis with respect to forbearing to collect such Tax.

- 19.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 19.7 With respect to any Tax or Tax controversy covered by this Section 19, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 19.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

- 20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or

any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, acts of terrorism, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

- 21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party. This does not prohibit the use of valid comparison advertising.
- 21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

- 22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state governments, etc.) to achieve this desired result.
- 22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each Party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

- 22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 22.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users.
- 22.5 In the event of interference or impairment of the quality of service between services or facilities of CRC COMMUNICATIONS OF MAINE and TELCO the Parties agree to the following:
- 22.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.
- 22.5.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products or services. However, CRC COMMUNICATIONS OF MAINE acknowledges that multiple carriers connect to TELCO's network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CRC COMMUNICATIONS OF MAINE be temporarily disconnected until the interference can be corrected.
- 22.5.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

- 23.1 TELCO and CRC COMMUNICATIONS OF MAINE shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When

either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the other Party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

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

24. **CHANGES IN SUBSCRIBER CARRIER SELECTION**

- 24.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996 and as implemented by the relevant orders of the FCC. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party

as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

26. GENERAL RESPONSIBILITIES OF THE PARTIES

26.1 TELCO and CRC COMMUNICATIONS OF MAINE shall each use their best efforts to meet the Interconnection Activation Dates.

26.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

26.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the facilities required to assure traffic completion to and from all End Users in their respective designated service areas.

26.4 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

- 26.5 Facilities-based carriers are responsible for administering their End User records in a LIDB.
- 26.6 Upon CRC COMMUNICATIONS OF MAINE signature of this Agreement, CRC COMMUNICATIONS OF MAINE shall provide TELCO with CRC COMMUNICATIONS OF MAINE's state-specific authorized and nationally recognized OCN/AOCNs for facilities-based Interconnection.
- 26.7 In the event that CRC COMMUNICATIONS OF MAINE makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AOCN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CRC COMMUNICATIONS OF MAINE identifier (collectively, a "CRC COMMUNICATIONS OF MAINE Change"), CRC COMMUNICATIONS OF MAINE shall submit written notice to TELCO within thirty (30) calendar days of the first action taken to implement such CRC COMMUNICATIONS OF MAINE Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate TELCO for the costs to be incurred by TELCO to make the CRC COMMUNICATIONS OF MAINE Change to the applicable TELCO databases, systems, records and/or recording announcement(s). In addition, CRC COMMUNICATIONS OF MAINE shall compensate TELCO for any service order charges and/or service request charges associated with such CRC COMMUNICATIONS OF MAINE Change. TELCO's agreement to implement a CRC COMMUNICATIONS OF MAINE Change is conditioned upon CRC COMMUNICATIONS OF MAINE's agreement to pay all reasonable charges billed to CRC COMMUNICATIONS OF MAINE for such CRC COMMUNICATIONS OF MAINE Change.
- 26.8 When an End User changes its service provider from TELCO to CRC COMMUNICATIONS OF MAINE or from CRC COMMUNICATIONS OF MAINE to TELCO and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 26.8.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

26.9 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27. AUTHORITY

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

27.2 Each of the TELCO operating companies for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine.

27.3 CRC COMMUNICATIONS OF MAINE represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CRC COMMUNICATIONS OF MAINE represents and warrants that it has been certified as a LEC by the Commission prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

28. BINDING EFFECT

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

29. CONSENT

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

30. EXPENSES

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

30.2 TELCO and CRC COMMUNICATIONS OF MAINE shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

31. HEADINGS

31.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

32. RELATIONSHIP OF PARTIES/INDEPENDENT CONTRACTOR

32.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

32.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

33. MULTIPLE COUNTERPARTS

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

34. THIRD PARTY BENEFICIARIES

34.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide and will not be construed to provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

35. REGULATORY APPROVAL

35.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act, and the Commission's Order Granting Authority to CRC Communications of Maine, Inc. in Docket 2000-141 and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

36. REGULATORY AUTHORITY

36.1 TELCO will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CRC COMMUNICATIONS OF MAINE will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CRC COMMUNICATIONS OF MAINE Customers contemplated by this Agreement. CRC COMMUNICATIONS OF MAINE will reasonably cooperate with TELCO in obtaining and maintaining any required approvals for which TELCO is responsible and TELCO will reasonably cooperate with CRC COMMUNICATIONS OF MAINE in obtaining and maintaining any required approvals for which CRC COMMUNICATIONS OF MAINE is responsible.

37. COMPLIANCE AND CERTIFICATION

- 37.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 37.2 Each Party warrants that it has obtained all necessary state certification prior to ordering any Interconnection, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 37.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

38. AUDITS

- 38.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit, at its expense, the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, not more than once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

- 38.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer

than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

- 38.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Audits shall be performed at Auditing Party's expense.
- 38.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
- 38.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 38.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, Audited Party may bill the Auditing Party the identified undercharge amount on the invoice during the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (iii) in each case, calculate and pay interest as provided in Section 15.1.3.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

39. COMPLETE TERMS

39.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

40. COOPERATION ON PREVENTING END USER FRAUD

40.1 Neither Party shall be liable for any fraud associated with the other Party's End User's account or its wholesale partners end user's account, including I+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three (3) types of ABS calls: calling card, collect, and third number billed calls.

40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

40.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced above will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

41. NOTICE OF NETWORK CHANGES

41.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

42. GOOD FAITH PERFORMANCE

42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further

negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43. GOVERNMENTAL COMPLIANCE

43.1 CRC COMMUNICATIONS OF MAINE and TELCO each will comply at its own expense with all applicable law related to (i) its obligations under or activities in connection with this Agreement; of (ii) its activities undertaken at, in connection with or relating to work locations. CRC COMMUNICATIONS OF MAINE and TELCO each agree to indemnify, defend, (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply in accordance with this Agreement. Except as expressly specified in this Agreement, TELCO, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for TELCO to provide services pursuant to this Agreement.

44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

44.1 Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

44.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

44.1.2 listed by any governmental agency as a hazardous substance.

44.2 CRC COMMUNICATIONS OF MAINE will in no event be liable to TELCO for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that CRC COMMUNICATIONS OF MAINE did not introduce to the affected work location. TELCO will indemnify, defend (at CRC COMMUNICATIONS OF MAINE's request) and hold harmless CRC COMMUNICATIONS OF MAINE, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that TELCO, its contractors or agents introduce to the work locations or (ii) the presence or

Release of any Environmental Hazard for which TELCO is responsible under Applicable Law.

- 44.3 TELCO will in no event be liable to CRC COMMUNICATIONS OF MAINE for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that TELCO did not introduce to the affected work location. CRC COMMUNICATIONS OF MAINE will indemnify, defend (at TELCO's request) and hold harmless TELCO, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that CRC COMMUNICATIONS OF MAINE, its contractors or agents introduce to the work locations or ii) the presence or Release of any Environmental Hazard for which CRC COMMUNICATIONS OF MAINE is responsible under Applicable Law.

45. SUBCONTRACTING

- 45.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

46. REFERENCED DOCUMENTS

46.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

46.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

46.3 Tariff References

46.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

46.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

46.4 Conflict in Provisions

46.4.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

46.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this

Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

46.5 Joint Work Product

46.5.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

47. SEVERABILITY

47.1 Subject to the provisions set forth in Section 4 of the General Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

47.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, function, facility, product or service.

48. SURVIVAL OF OBLIGATIONS

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

49. GOVERNING LAW

49.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State of Maine, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to exclusive personal jurisdiction in Maine, and waive any and all objection to any such venue.

50. OTHER REQUIREMENTS

50.1 ACCESS TO RIGHTS-OF-WAY - SECTION 251(b)(4)

50.1.1 TELCO shall provide to CRC COMMUNICATIONS OF MAINE non-discriminatory access to Poles, Ducts, Conduits and Rights of Way owned or controlled by TELCO. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to TELCO's applicable tariffs, or, in the absence of an applicable TELCO tariff, TELCO's generally offered form of license agreement.

50.1.2 CRC COMMUNICATIONS OF MAINE shall provide to TELCO non-discriminatory access to Poles, Ducts, Conduits and Rights of Way owned or controlled by CRC COMMUNICATIONS OF MAINE. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to CRC COMMUNICATIONS OF MAINE's applicable tariffs, or, in the absence of an applicable CRC COMMUNICATIONS OF MAINE tariff, CRC COMMUNICATIONS OF MAINE's generally offered form of license agreement, or, in the absence of such a tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to TELCO by CRC COMMUNICATIONS OF MAINE for such access shall be no less favorable than the terms, conditions and prices offered to CRC COMMUNICATIONS OF MAINE by TELCO for access to poles, ducts, conduits, and rights of way owned or controlled by TELCO.

50.2 DIALING PARITY – SECTION 251(b)(3)

50.2.1 The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

51. APPENDICES INCORPORATED BY REFERENCE

51.1 This Agreement incorporates the following listed Appendices. These appendices along with their associated Attachments, Exhibits and Addenda constitute the entire Agreement between the Parties.

ITR- Interconnection Trunking Requirements
NIM- Network Interconnection Methods
Number Portability
Numbering
Pricing
Reciprocal Compensation
Other??

51.2 LOCAL NUMBER PORTABILITY- SECTION 251(b)(2)

51.2.1 The Parties shall provide to each other Local Number Portability (LNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

51.3 INTERCONNECTION TRUNKING REQUIREMENTS- SECTION 251(a)

51.3.1 TELCO shall provide to CRC COMMUNICATIONS OF MAINE Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

51.4 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC

51.4.1 The applicable Appendix Reciprocal Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

51.5 COMPENSATION FOR DELIVERY OF TRAFFIC- SECTION 251(b)(5)

Signature Page to the Interconnection Agreement TELCO (certain Maine Cos.) and CRC
Communications of Maine d/b/a Pine Tree Networks (CRC COMMUNICATIONS OF
MAINE) dated the day of , 2006.

**Interconnection Agreement
General Terms and Conditions
Appendix A**

**Schedule of Telco
Maine Companies**

**TELCO/ CRC Communications
Interconnection Agreement**

July 2006

*DRAFT- Subject to Modification
For Discussion Only*

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR
Interconnection Trunking Requirements

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by TELCO and CRC COMMUNICATIONS OF MAINE.
- 1.2 This Appendix provides descriptions of the trunking requirements between CRC COMMUNICATIONS OF MAINE and TELCO. All references to incoming and outgoing trunk groups are from the perspective of CRC COMMUNICATIONS OF MAINE. The paragraphs below describe the required and optional trunk groups for local and mass calling.
- 1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users or the Parties' wholesale partners' end users.

2. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.
- 2.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CRC COMMUNICATIONS OF MAINE switch and a TELCO End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include sharing of costs. For administrative consistency CRC COMMUNICATIONS OF MAINE will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. TELCO will use the Trunk Group Service Request (TGSR) as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 2.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk

configuration shall be subject to the dispute resolution process in Section 16 of the General Terms and Conditions.

- 2.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data.

3. DIRECT END OFFICE TRUNKING

- 3.1 Direct End Office trunks terminate traffic from a CRC COMMUNICATIONS OF MAINE switch to a TELCO End Office and are not switched at a Tandem location. The Parties shall establish a direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.2 All traffic received by TELCO on the direct End Office trunk group from CRC COMMUNICATIONS OF MAINE must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by CRC COMMUNICATIONS OF MAINE on the direct End Office trunk group from TELCO must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).
- 3.3 The Parties may agree to directly interconnect at a tandem switch, owned by either Party, if the network or trunking configuration will allow for a more efficient use of the respective networks or trunking.

3.4 Trunk Configuration

3.4.1 Trunk Configuration –

- 3.4.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel

Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4. TRUNK GROUPS

- 4.1 The following trunk groups shall be used to exchange local traffic between CRC COMMUNICATIONS OF MAINE and TELCO.
- 4.2 Local Interconnection Trunk Group(s) in Each Exchange
 - 4.2.1 Direct End Office Trunking
 - 4.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 3.1 and 3.2.
 - 4.2.2 Tandem Trunking
 - 4.2.2.1 If the Parties agree, according to Section 3.3 above, the Parties shall establish tandem primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 3.1.
- 4.3 TELCO will not block switched access customer traffic delivered to any TELCO Office for completion on CRC COMMUNICATIONS OF MAINE's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any TELCO End Office. TELCO shall have no responsibility to ensure that any switched access customer will accept traffic that CRC COMMUNICATIONS OF MAINE directs to the switched access customer.
- 4.4 CRC COMMUNICATIONS OF MAINE shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, TELCO will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7

environment) will be provided by CRC COMMUNICATIONS OF MAINE wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

4.5 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

4.5.1 If CRC COMMUNICATIONS OF MAINE should acquire a HVCI/Mass Calling customer, i.e. a radio station, CRC COMMUNICATIONS OF MAINE shall provide written notification to TELCO. TELCO reserves the option to provide either a physical or "virtual" trunk group, with a virtual group preferred where technically feasible, for HVCI/Mass Calling Trunking.

5. **FORECASTING RESPONSIBILITIES**

5.1 CRC COMMUNICATIONS OF MAINE agrees to provide an initial forecast for establishing the initial Interconnection facilities. TELCO shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to CRC COMMUNICATIONS OF MAINE. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CRC COMMUNICATIONS OF MAINE shall provide subsequent forecasts on a semi-annual basis. CRC COMMUNICATIONS OF MAINE forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Forecasts shall be non-binding on both TELCO and CRC COMMUNICATIONS OF MAINE. TELCO shall take CRC COMMUNICATIONS OF MAINE's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the CRC COMMUNICATIONS OF MAINE. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject to capacity existing at the time the order is submitted. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time. The Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

- 5.2 The semi-annual forecasts shall include:
- 5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and
 - 5.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 5.4 CRC COMMUNICATIONS OF MAINE shall be responsible for forecasting two-way trunk groups. TELCO shall be responsible for forecasting and servicing the one-way trunk groups terminating to CRC COMMUNICATIONS OF MAINE and CRC COMMUNICATIONS OF MAINE shall be responsible for forecasting and servicing the one-way trunk groups terminating to TELCO, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the Parties.
- 5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6. TRUNK DESIGN BLOCKING CRITERIA

- 6.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%
Local Direct Tandem Office	as mutually agreed upon

7. TRUNK SERVICING

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CRC COMMUNICATIONS OF MAINE will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in section 3.3), TELCO will issue ASRs for trunk groups for traffic that originates from TELCO and terminates to CRC COMMUNICATIONS OF MAINE. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELECORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The forms can be obtained from www.atis.org/atis/clc/obf/download.htm.
- 8.3 In A Blocking Situation:
- 8.3.1 In a blocking final situation, a TGSR will be issued by TELCO when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. CRC COMMUNICATIONS OF MAINE will note "Service Affecting" on the ASR.
- 8.4 Underutilization:
- 8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources

and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.4.1.3 Upon review of the TGSR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.4.1.4 If TELCO does not receive an ASR, or if CRC COMMUNICATIONS OF MAINE does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, TELCO will attempt to contact CRC COMMUNICATIONS OF MAINE to schedule a joint planning discussion. If CRC COMMUNICATIONS OF MAINE will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, TELCO will issue an ASR to resize the Interconnection trunks and facilities.

8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

8.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received.

8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The Parties will mutually agree upon intervals used for provisioning trunk groups.

8.6 Projects require the coordination and execution of multiple orders or related activities between and among TELCO and CRC COMMUNICATIONS OF MAINE work groups, including but not limited to the initial establishment of

Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

- 8.6.1 Orders greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 8.7 CRC COMMUNICATIONS OF MAINE will be responsible for engineering its network on its side of the Point of Interconnection (POI). TELCO will be responsible for engineering its network on its side of the POI.
- 8.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Appendix shall be no longer than twenty-one (21) days from receipt of a request by either Party. If either CRC COMMUNICATIONS OF MAINE or TELCO is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule the date no more than seven (7) days from the original date.
- 8.9 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

8. TRUNK DATA EXCHANGE

- 8.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 8.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

9. NETWORK MANAGEMENT

9.1 Restrictive Controls

9.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CRC COMMUNICATIONS OF MAINE and TELCO will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

9.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

9.3 Mass Calling

9.3.1 CRC COMMUNICATIONS OF MAINE and TELCO shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by TELCO and CRC COMMUNICATIONS OF MAINE. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties.
 - 1.2.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.3 TELCO shall provide Interconnection for CRC COMMUNICATIONS OF MAINE's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality equal to that which TELCO provides itself, a subsidiary, an affiliate, or any other party to which TELCO provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.4 The Parties shall effect an Interconnection that is efficient, fair and in a manner that is mutually agreeable to the Parties.

2. PHYSICAL ARCHITECTURE

- 2.1 TELCO's network is partly comprised of End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. TELCO's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be completed within sixty (60) days from CRC COMMUNICATIONS OF MAINE's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. CRC COMMUNICATIONS OF MAINE and TELCO agree to Interconnect their networks through existing and/or new Interconnection facilities between CRC COMMUNICATIONS OF MAINE switch(es) and TELCO's End Office(s). The physical architecture plan will, at a minimum, include the location of CRC

COMMUNICATIONS OF MAINE's switch(es) and TELCO End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. At least one POI must be established at or within the TELCO company's serving area boundary for each Exchange Area where TELCO operates as an ILEC and CRC COMMUNICATIONS OF MAINE has End Users or wholesale partner end users in that same area. In some cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each End Office within a TELCO company's service area. Both Parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.6 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

2.7 Technical Interfaces

- 2.7.1 The Interconnection facilities provided by each Party shall be formatted using B8ZS with Extended Superframe format framing.
- 2.7.2 Electrical handoffs at the POI(s) will be DS1, DS3 or STS-1 as mutually agreed to by the parties. When a DS3 or STS-1 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

3. METHODS OF INTERCONNECTION

3.1 Indirect Interconnection

3.1.1 The Parties agree that where traffic volumes do not warrant direct interconnection, traffic shall be exchanged by transiting such traffic through third party LEC tandems. Each Party shall be financially and operationally responsible for the entire cost of providing facilities from its network to the Point of Interconnection (POI) for the exchange of such traffic. When indirect interconnection is used, the default POI shall be the existing meet-point(s) between TELCO and the third party LEC tandem. Alternate POI(s) shall only be established by mutual agreement of the Parties.

3.1.2 Where the traffic exchanged between CRC COMMUNICATIONS OF MAINE and a specific TELCO host, end office or tandem switch requires twenty-four (24) or more trunks or it is otherwise economically advantageous, the Parties shall implement direct trunks to a POI associated with the specific host, end office or tandem switch in accordance with Appendix ITR Section 4.

3.2 Leased Facility Interconnection ("LFI")

3.2.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable tariff.

3.3 Fiber Meet Interconnection

3.3.1 Where the traffic exchanged between CRC COMMUNICATIONS OF MAINE and a specific TELCO host or end office switch requires six hundred seventy-two (672) or more trunks for three consecutive months, or it is otherwise economically advantageous, the Parties may implement a fiber meet interconnection associated with the specific host or end office switch in accordance with this Section.

- 3.3.2 Fiber Meet Interconnection between TELCO and CRC COMMUNICATIONS OF MAINE can occur at any mutually agreeable, economically and technically feasible point(s) between CRC COMMUNICATIONS OF MAINE's premises and a TELCO End Office.
- 3.3.3 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETWORK (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.
- 3.3.4 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 3.3.5 There are four basic Fiber Meet design options.
- 3.3.5.1 Design One: CRC COMMUNICATIONS OF MAINE's fiber cable (four, or some integral multiple thereof, fibers) and TELCO's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the CRC COMMUNICATIONS OF MAINE and TELCO locations. This Interconnection point would be at a mutually agreeable location.
- 3.3.5.2 Design Two: CRC COMMUNICATIONS OF MAINE will provide fiber cable to the last entrance (or TELCO designated) manhole at the TELCO's End Office switch. TELCO shall make all necessary preparations to receive and to allow and enable CRC COMMUNICATIONS OF MAINE to deliver fiber optic facilities into that manhole. CRC COMMUNICATIONS OF MAINE will provide a sufficient length of Optical Fire Resistant (OFR) cable

for TELCO to pull the fiber cable through the TELCO cable vault and terminate on the TELCO fiber distribution frame (FDF) in TELCO's office. CRC COMMUNICATIONS OF MAINE shall deliver and maintain such strands wholly at its own expense up to the POI. TELCO shall take the fiber from the manhole and terminate it inside TELCO's office on the FDF at TELCO's expense. In this case the POI shall be at the TELCO designated manhole location.

3.3.5.3 Design Three: TELCO will provide fiber cable to the last entrance (or CRC COMMUNICATIONS OF MAINE designated) manhole at the CRC COMMUNICATIONS OF MAINE location. CRC COMMUNICATIONS OF MAINE shall make all necessary preparations to receive and to allow and enable TELCO to deliver fiber optic facilities into that manhole. TELCO will provide a sufficient length of Optical Fire Resistant (OFR) cable for CRC COMMUNICATIONS OF MAINE to run the fiber cable from the manhole and terminate on the CRC COMMUNICATIONS OF MAINE fiber distribution frame (FDF) in CRC COMMUNICATIONS OF MAINE's location. TELCO shall deliver and maintain such strands wholly at its own expense up to the POI. CRC COMMUNICATIONS OF MAINE shall take the fiber from the manhole and terminate it inside CRC COMMUNICATIONS OF MAINE's office on the FDF at CRC COMMUNICATIONS OF MAINE's expense. In this case the POI shall be at the CRC COMMUNICATIONS OF MAINE designated manhole location.

3.3.5.4 Design Four: Both CRC COMMUNICATIONS OF MAINE and TELCO each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. TELCO will provide the fibers associated with the "working" side of the system. CRC COMMUNICATIONS OF MAINE will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the TELCO location.

3.3.6 The CRC COMMUNICATIONS OF MAINE location includes FOTs, multiplexing and fiber required to terminate the optical signal provided

from TELCO. This location is CRC COMMUNICATIONS OF MAINE's responsibility to provision and maintain.

- 3.3.7 The TELCO location includes all TELCO FOTs, multiplexing and fiber required to terminate the optical signal provided from CRC COMMUNICATIONS OF MAINE. This location is TELCO's responsibility to provision and maintain.
- 3.3.8 TELCO and CRC COMMUNICATIONS OF MAINE shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.3.9 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.
- 3.3.10 CRC COMMUNICATIONS OF MAINE and TELCO will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s, DS3s or STS-1s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CRC COMMUNICATIONS OF MAINE and TELCO.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If CRC COMMUNICATIONS OF MAINE determines to offer local exchange service within a TELCO area, CRC COMMUNICATIONS OF MAINE shall provide thirty (30) days written notice to TELCO of the need to establish Interconnection. Such request shall include (i) CRC COMMUNICATIONS OF MAINE's Switch address, type, and CLLI; (ii) CRC COMMUNICATIONS OF MAINE's requested Interconnection activation date; and (iii) a non-binding forecast of CRC COMMUNICATIONS OF MAINE's trunking and facilities requirements.

- 4.2 Upon receipt of CRC COMMUNICATIONS OF MAINE's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 If CRC COMMUNICATIONS OF MAINE deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional TELCO Central Offices, CRC COMMUNICATIONS OF MAINE shall provide written notice to TELCO to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If TELCO deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional CRC COMMUNICATIONS OF MAINE Central Offices in such local exchange, TELCO shall be entitled, upon written notice to CRC COMMUNICATIONS OF MAINE, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 CRC COMMUNICATIONS OF MAINE and TELCO shall work cooperatively to install and maintain a reliable network. CRC COMMUNICATIONS OF MAINE and TELCO shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.5 CRC COMMUNICATIONS OF MAINE and TELCO will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Appendix.
- 4.6 CRC COMMUNICATIONS OF MAINE and TELCO shall:
- 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. JOINT FACILITY GROWTH PLANNING

5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

5.2 Criteria:

5.2.1 Investment is to be minimized.

5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.

5.3 Processes:

5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

5.3.3 If, based on the forecasted equivalent DS-1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criterion assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.

5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

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**APPENDIX NP
NUMBER PORTABILITY**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by TELCO and CRC COMMUNICATIONS OF MAINE.
- 1.2 The prices at which TELCO agrees to provide CRC COMMUNICATIONS OF MAINE with Number Portability are contained in the applicable Appendix PRICING and/or the applicable tariff where stated.

2. PERMANENT NUMBER PORTABILITY

2.1 General Terms and Conditions

- 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2 Service Provided

2.2.1 The Parties shall:

2.2.1.1 provide for the requesting of End Office PNP capability on a reciprocal basis through a written request process; and

2.2.1.2 disclose, upon request, any technical limitations that would prevent PNP implementation in a particular switching office; and

2.2.1.3 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office(s).

2.2.2 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Procedures for Requesting PNP.

- 2.3.1 If a Party desires to have PNP capability deployed in an End Office of the other Party, which is not currently capable, the requesting Party shall issue a written request which specifically requests PNP, identifies the discrete

geographic area covered by the request, and provides a tentative date that the requesting Party expects to need PNP to port prospective customers.

2.3.2 The Party receiving a written request for PNP pursuant to Section 2.3.1 above shall respond to the requesting Party within ten (10) Business Days of receipt of the request, with a date for which PNP will be available in the requested End Office. The receiving Party will proceed to provide PNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65-67.

2.3.3 The Parties acknowledge that each can determine the PNP capable End Offices of the other through the Local Exchange Routing Guide (LERG).

2.4 Obligations of TELCO:

2.4.1 At the time of execution of this Agreement, TELCO has deployed PNP in all of its End Offices.

2.4.2 TELCO may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.5 Obligations of CRC COMMUNICATIONS OF MAINE:

2.5.1 CRC COMMUNICATIONS OF MAINE is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.5.2 When CRC COMMUNICATIONS OF MAINE requests that an NXX in an LRN capable TELCO switch become portable, CRC COMMUNICATIONS OF MAINE shall follow the industry standard LERG procedure.

2.5.3 CRC COMMUNICATIONS OF MAINE shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.5.4 For PNP orders CRC COMMUNICATIONS OF MAINE shall adhere to Local Service Request (LSR) format and PNP due date intervals as detailed in Appendix ? of this agreement. Should either Party request a coordinated port, the due date interval will be negotiated between CRC COMMUNICATIONS OF MAINE and TELCO.

2.5.5 Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

2.5.5.1 Port requests of 51 or more numbers;

2.5.5.2 Porting of 15 or more access lines for the same customer at the same location;

2.5.5.3 Porting associated with complex services including but not limited to Centrex and ISDN.

2.5.6 CRC COMMUNICATIONS OF MAINE shall adhere to reserved number standards as set by the FCC.

2.5.7 The Parties shall cooperate in performing activities required to port Customer telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the End User Customer (porting in the Customer telephone number(s)).

2.6 Obligations of Both Parties

2.6.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native after ____ days has elapsed for intercept notification.

2.6.2 Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.6.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.6.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing. Intercompany testing shall be performed prior to the submission of actual porting orders.

2.6.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

2.6.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

2.6.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator

Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

- 2.6.8 The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order.

2.7 Limitations of Service

- 2.7.1 Telephone numbers can be ported only within TELCO rate centers or rate districts, which ever is a smaller geographic area, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days, either Party may invoke the dispute resolution procedures under this Agreement.
- 2.7.2 Both Parties recognize that a single Central Office may be used to terminate calls for multiple rate centers. As addressed in 2.7.1 above, neither Party will assign ported numbers to customer premises outside a number's native rate center or rate district in such a manner as to circumvent FCC rules regarding geographic number portability.
- 2.7.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

2.8 Service Descriptions

- 2.8.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.8.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.8.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.8.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

- 2.8.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 2.8.6 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. TELCO will perform LNP Query Service for CRC COMMUNICATIONS OF MAINE pursuant to the terms and conditions set forth in National Exchange Carrier Association (NECA) Tariff FCC No. 5. CRC COMMUNICATIONS OF MAINE will perform N-1 responsibilities on the same terms as TELCO provides for in its applicable tariff.
- 2.8.7 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in TELCO's applicable tariff.
- 2.8.8 Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.9 Pricing

- 2.9.1 The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which TELCO is a concurring carrier.
- 2.9.2 Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified in Appendix Pricing, or a Party's applicable tariff, the Parties agree not to charge each other, or any of the other Party's End Users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent CRC COMMUNICATIONS OF MAINE requests porting to be performed outside of TELCO's regular working hours, or the work requires TELCO's technicians or project managers to work outside of regular working hours, premium time and material charges shall apply.

3. MASS CALLING

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. Number portability for mass calling codes will be done on an Individual Case Basis.

4. PROVISION OF PNP BY CRC COMMUNICATIONS OF MAINE TO TELCO

4.1 CRC COMMUNICATIONS OF MAINE shall provide PNP to TELCO under no less favorable terms and conditions as when TELCO provides such services to CRC COMMUNICATIONS OF MAINE.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which TELCO and CRC COMMUNICATIONS OF MAINE will coordinate with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where CRC COMMUNICATIONS OF MAINE is properly certified by the appropriate regulatory body and intends to provide local exchange service, CRC COMMUNICATIONS OF MAINE shall obtain a separate NXX code for each TELCO rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Orders pertaining to Local Number Portability (LNP). This will not apply where number pooling is in effect. In areas where thousand block number pooling is in place, CRC COMMUNICATIONS OF MAINE shall obtain a separate thousand block for each rate center. CRC COMMUNICATIONS OF MAINE shall terminate all calls to individual codes to Customers physically located within the codes' respectively assigned rate centers. This will enable CRC COMMUNICATIONS OF MAINE and TELCO to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate

center/rate district boundaries of the incumbent LEC due to rating and routing concerns.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Appendix PRICING. In a Thousand-block number-pooling environment, where a provider has a large block of numbers and wants to migrate to another provider, LNP will be the migration method.

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing

simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 3.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

APPENDIX RECIPROCAL COMPENSATION

TELCO/CRC Communications
Interconnection Agreement

*DRAFT- Subject to Modification
For Discussion Only*

July 2006

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**APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)**

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by TELCO and CRC COMMUNICATIONS OF MAINE.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

2.1 The Telecommunications traffic exchanged between CRC COMMUNICATIONS OF MAINE and TELCO will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

2.1.1 "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer or a wholesale partner of one Party in an exchange on that Party's network and terminated to a End User Customer or wholesale partner of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by TELCO's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same TELCO local calling area as such local calling area is defined by TELCO's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

2.1.2 "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) in an exchange within the local calling area of the originating End User

2.1.3 "IP-Enabled Voice Traffic" means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

2.1.3.1 Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

- 2.1.3.2 Voice traffic originated on the PSTN, and which terminates on IPC, and
- 2.1.3.3 Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.
- 2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4 of this Appendix.
- 2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. CRC COMMUNICATIONS OF MAINE and TELCO agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.
- 2.4 When CRC COMMUNICATIONS OF MAINE establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 2.5 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.
- 2.6 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator

Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location, not the location where the call enters the PSTN.

- 2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.
- 2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).
- 3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of

Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

- 3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Appendix PRICING.
- 4.2 Based on the assumption that the Local Traffic exchanged by the Parties will be roughly balanced (i.e., neither Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic), the Parties shall initially terminate each other's Local Traffic on a Bill and Keep basis.
- 4.3 Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that the traffic is no longer in balance, either Party may notify the other of their intent to bill for Local Traffic termination. At such time, the Parties shall mutually agree upon and incorporate rates for transport and termination of Local Traffic which shall be utilized for the duration of the Term of this Agreement unless otherwise agreed by the Parties. A minimum of ninety (90) days written notice is required prior to the first billing of mutual compensation.
- 4.4 End Office Termination Rate
 - 4.4.1 The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes

direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. BILLING FOR MUTUAL COMPENSATION

5.1 Direct Interconnection

5.1.1 Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

5.1.2 Where SS7 connections exist between TELCO and CRC COMMUNICATIONS OF MAINE, if either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner.

5.1.2.1 The remaining five percent (5%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of identified traffic.

5.1.2.2 If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges.

5.1.2.3 The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered.

5.1.2.4 The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

5.2 Indirect Interconnection

- 5.2.1 For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.
- 5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each TELCO operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and intraLATA toll) originating traffic would represent the PLU factor.
- 5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified in § 38 of the General Terms and Conditions of this Agreement.
- 5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than one hundred eighty (180) days.

6. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

- 6.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

D

UNITEL

INCORPORATED®

Laurie L. Osgood
President/COO

August 9th, 2007

Mr. Robert J. Souza
56 Campus Drive
New Gloucester, ME 04260

Dear Mr. Souza:

This is a response to your letter of July 5, 2007 requesting to negotiate an interconnection agreement pursuant to 47 USC 251 (a), (b) and (c). You stated in your letter that you wished to "resume discussions". To be clear, we are treating your letter of July 5, 2007 as the sole request for interconnection. Any prior communication was outside the scope of the rights and obligations of UniTel, Inc. and CRC Communications of Maine, Inc. (CRC) pursuant to the Telecommunications Act of 1996.

Please be advised that UniTel, Inc. hereby claims its exemption from any duty to negotiate, provide services, network elements or interconnection to CRC. Please see 47 USC 251, and 252, including but not limited to subsection 251(f)(1), for such authority. This exemption, known as the "rural exemption," applies to the entire request of CRC, regardless of the description of any part of CRC's interconnection request as being pursuant to sections 251 (a), (b), or (c) and section 252.

As an additional matter, the scope of the July 5, 2007 request for interconnection appears to be outside the authority of CRC. On July 5, 2000 in Docket No 2000-141 the Maine Public Utilities Commission (PUC) granted authority to CRC to provide facilities-based local exchange service only in the five service areas within the exchanges of Verizon, then Bell Atlantic-Maine (Portland, Lewiston, Westbrook, Windham and Scarborough). The July 5, 2000 Order provides, "We will grant authority to CRC to provide facilities-based local exchange service only within those exchanges." Order, at paragraph II, page 3. The Order continues as follows, "If CRC wishes to expand its facilities-based local exchange service area in the future, it shall seek such approval pursuant to 35-A M.R.S.A. sec. 2120, requesting the Commission to amend this Order." Order, at paragraph II, page 3.

Subsequently in multiple dockets, CRC sought to expand its authority to provide facilities-based competitive local exchange services in several other Verizon exchanges. Upon review of past and present dockets, it appears that no such authority to enter into the UniTel, Inc service area has been applied for or granted by the PUC as is required by 35-A MRSA 2102. Therefore, to the

extent that CRC seeks facilities-based competitive local exchange services outside the scope of authority granted the July 5, 2000 Order, UniTel, Inc. believes that CRC should seek amendment of its authority.

At such time as CRC sends a notice of its request for interconnection with UniTel, Inc. to the PUC, UniTel, Inc. will shortly thereafter contact the Maine Public Utilities Commission ("PUC") with a request for procedural guidance on two issues: a) the scope of CRC's existing authority as described above, and b) implications of CRC's request for interconnection in the pending Docket No. 2006-739, wherein the PUC requested the parties to comment on the interpretation of 251(a), (b) and (c), and the PUC's role related thereto.

As CRC has made multiple requests for interconnection with ILECs located across the State of Maine, and since CRC has the burden to provide sufficient evidence to terminate each ILEC's rural exemption, it is clear that the PUC is going to experience a tremendous increase in docket load. Therefore, UniTel, Inc. would be willing to make a joint request with CRC and others to clarify the implicated procedural issues within Docket Nos. 2000-141 and 2006-739 that have been triggered by CRC's letter of July 5, 2007.

If CRC's understanding of its authority regarding the UniTel, Inc. service area is contrary to the comments in this letter please so advise in writing, but it appears that the CRC request for interconnection is premature and without authority, to the extent that CRC seeks facilities-based competitive local exchange telephone service.

I look forward to hearing from you as we address these complicated and time consuming issues.

Sincerely,


Laurie Osgood
President

Cc: File

E



OXFORD NETWORKS

www.oxfordnetworks.com

August 10, 2007

Mr. Robert J. Souza
Pine Tree Networks
56 Campus Drive
New Gloucester, ME 04260

Dear Mr. Souza,

Oxford West Telephone Company & Oxford Telephone Company received your letter dated July 5, 2007, regarding your request for interconnection under sections 251(a), (b) and (c) of the Telecommunications Act of 1996 ("TelAct") as well as a request for negotiations pursuant to Section 252 of the TelAct. We hereby respectfully decline to enter into such negotiations at this time.

As far as we are aware, Pine Tree Networks is not currently authorized to provide facilities based local exchange service in any of Oxford West Telephone Company or Oxford Telephone Company exchanges. Moreover, prior to obtaining such authority, significant issues would have to be addressed under Section 251(f) of the TelAct. Because Section 251(f) of the TelAct specifically indicates that we are not obligated to abide by the provisions of Section 251(c) unless and until the State Commission removes the rural exemption for a specific exchange, we are similarly not required to negotiate under Section 252 of the TelAct as that is only mandatory if proceeding with an Interconnection Agreements under Section 251(c) of the TelAct.

Because of your lack of standing to seek interconnection in a territory where you are not certified to provide facilities based local exchange service, and because we are still covered by the rural exemption in Section 251(f) of the TelAct, we have no obligations to enter into any negotiations with you at this point. Accordingly, we elect at this time not to enter into such negotiations.

Sincerely,

Dawna K. Hannan
Director - External Affairs

F



Lincolnville Telephone Company

Family of companies
serving Maine's
Telecommunications needs since 1904

133 Back Meadow Road
Nobleboro, ME 04555-9264
207-563-9911



August 30, 2007

Robert J Souza
President
Pine Tree Networks
56 Campus Drive
New Gloucester, ME 04260

Dear Mr. Souza:

Tidewater Telecom, Inc. and Lincolnville Telephone Company (the Companies) have received your letter dated July 5, 2007 relative to Pine Tree's request for interconnection pursuant to Section 251(a), (b), and (c) of the Telecommunications Act of 1996 and request for negotiations per Section 252 of the Act.

To the knowledge of the Companies, Pine Tree is not authorized to provide facilities based local exchange service in the Companies' service areas. In addition, if Pine Tree were to seek such authorization, significant issues would have to be addressed pursuant to Section 251(f) of the Act. Because Section 251(f) of the Act sets forth that the Companies are not obligated to follow the provisions of Section 251(c) unless the Maine Public Utilities Commission removes the rural exemption for each exchange in the Companies' service areas, and because the Companies are not obligated to negotiate pursuant to Section 252 of the Act unless pertaining to an Interconnection Agreement under Section 251(c) of the Act, the Companies are not required to negotiate pursuant to Section 252 of the Act.

The Companies are not obligated to enter into negotiations pursuant to your letter dated July 5, 2007, and choose not to do so at this time.

Sincerely,

Shirley P Manning
President/General Manager

TAB 3

the Telecom Act. And, the ITCs obligation to allow these arrangements exists regardless of the so-called "rural exemption" provision of Section 251(f)(1).¹

In response to CRC's Petition, Unitel and TAM argue that CRC cannot compel these interconnection arrangements, even for the required duties of Sections 251(a) and (b), and they raise the "rural exemption" as supporting their refusal to negotiate.² As a result of the positions taken by these ITCs, CRC has notified the Commission, pursuant to Section 251(f)(1), that a determination by this Commission must be made regarding the impact of the rural exemption to CRC's request for an interconnection agreement with these ITCs.³

Still, the Commission should compel the interconnection arrangements sought by CRC with these ITCs *regardless* of how it rules on the threshold question of 251(f)'s applicability. CRC believes that the Commission has clear authority to arbitrate CRC's Sections 251(a) and (b) interconnection dispute with the ITCs, without implicating the rural exemption, and indeed must do so within the statutory timeframe established in Section 252. If, however, the Commission nevertheless concludes that an analysis under Section 251(f)(1) is a prerequisite to further interconnection proceedings, it should make that determination immediately, and then proceed (i) to conclude CRC made a "bona fide request for interconnection," within the meaning of Section 251(f)(1)(A); (ii) to treat CRC's November 29, 2007 petition as sufficient "notice" under

¹ See, e.g., *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, RM-8535, Memorandum Opinion and Order, Adopted March 6, 1997, Rel. March 11, 1997. (local number portability required of rural ILECs and rural exemption of Section 251(f)(1) cannot be used to prevent these basic obligations required by Section 251(b))("FCC Local Number Portability 1997 Order").

² Unitel Motion, dated Dec. 20, 2007; TAM comments, dated Dec. 21, 2007.

³ Issue No. 2 of CRC's petition asks "Whether CRC's request for an interconnection agreement with the ITCs implicates the "rural exemption" from interconnection arrangements, as provided in Section 251(f)(1) of the TelAct."

Section 251(f)(1)(B); and (iii) to terminate the rural exemption as applied to the ITCs named in this petition, given the clear absence of any undue economic harm, technical infeasibility, or threat to universal service within CRC's limited interconnection request. Any other approach would deprive CRC of its statutory interconnection rights and in turn deprive consumers of the benefits of competition.

Finally, there is no valid public policy reason for the Commission to shy away from exercising its jurisdiction. On the contrary, this Commission has rarely refrained from doing everything it can to promote the benefits to consumers that flow from competition, and to promote interconnection arrangements between companies in Maine, to support their goals.

Question Number One:

Does the Commission have the authority to compel, by mandatory arbitration or otherwise, Unitel, Oxford West Telephone Company, Oxford Telephone Company, Tidewater Telecom, Inc., and Lincolnville Telephone Company to negotiate the terms of an interconnection agreement with CRC and, if so, what is the statutory source of this authority and does such statute (or statutes) require that the Commission exert its authority to compel negotiation?

The Commission has both the authority, as well as the responsibility, to compel, by mandatory arbitration or otherwise, the interconnection arrangements sought by CRC. This authority is clearly established by Sections 251 and 252 of the 1996 Telecom Act, as further interpreted by specific FCC Rules and Orders. The Commission's authority is also compelled by interpretation of state statutes and previous Orders of this Commission, which are discussed in response to the second question, below.

First, the Commission's authority, and responsibility, to compel negotiations and/or arbitration is undeniable if all that is requested here is an agreement pursuant to Sections 251(a)

and (b), without regard to Section 251(c).⁴ CRC is entitled to request interconnection with the ITCs under Sections 251(a) and (b), without regard to Section 251(c). Such a request renders the rural exemption moot, as it only applies by clear statutory terms to requests made under Section 251(c), and CRC is not seeking interconnection pursuant to Sections 251(c)(2)–(6)(equal access, UNEs, resale, notice of changes, or collocation). If the rural exemption of Section 251(f)(1) is inapplicable, then there is no compelling basis for Unitel or TAM to argue that the Commission lacks authority to proceed to arbitrate the terms of the agreement requested by CRC.

Under the provisions of the 1996 Act, companies are expected to arrange for interconnection through interconnection agreements, and Section 252 establishes the process by which these agreements are submitted for State Commission review, if negotiated or if arbitrated. Further, there is no provision in Section 252 that seeks to limit the scope of State authority to resolve, by mediation or arbitration, any Sections 251(a) or (b) requests where a carrier refuses to negotiate. For example, Section 252(a)(1) allows for “voluntary negotiation” for agreements “without regard to the standards set forth in subsections (b) and (c) of Section 251.” Section 252(a)(2) provides for State Commission jurisdiction for “[a]ny party negotiating an agreement,” and Section 252(b) establishes jurisdiction for the State Commission to arbitrate any open issue brought by a party who requested negotiation of an agreement with an incumbent local exchange carrier.

The standards set for review by the State Commission to an arbitration request include a requirement to “ensure that such resolution and conditions meet the requirements of Section 251 . . .” 47 U.S.C. 252(c)(1). While there are specific references in Section 252 to Sections 251(b)

⁴ Section 251(f)(1)(A), by its plain words, only applies to requests made for interconnection for the items listed in Section 251(c) (“Exemption – Subsection (c) shall not apply to a rural telephone company until . . .” (emphasis added)).

and 251(c) requirements, these specific references become relevant if pricing and network element charges are contested, which is not expected in the CRC petition. Hence, there is no such limitation found in Section 252 that could restrict the Commission's authority to arbitrate only if there is a Section 251(c) request. The only conclusion possible from reviewing Section 252 is that the arbitration provisions are applicable *to all requests for interconnection under Sections 251(a) and (b)*.

As this Commission explained recently, under Section 251(a) "all telecommunications carriers are required to interconnect 'with the facilities and equipment of other telecommunications carriers'"⁵ And, pursuant to Section 251(b), all local exchange carriers (LECs)(including all the ITCs identified in this petition) are required to arrange for interconnection of networks to allow for several additional requirements for such duties as resale, number portability, dialing parity, access to rights-of-way, and reciprocal compensation.

These arrangements for interconnection, for the duties outlined in Sections 251(a) and (b), are arranged through interconnection agreements between carriers, and these agreements must be submitted to the Commission for approval under Section 252.⁶ Further, the FCC has interpreted the duties of Section 251(b), particularly reciprocal compensation and local number portability, as best met through contractual arrangements and, just as important, as required on all rural ILECs *regardless of the rural exemption provisions of Section 251(f)(1)*.

For example, in the FCC's efforts to implement local number portability, required by Section 251(b), certain rural ILECs argued (unsuccessfully) that the rural exemption provisions

⁵ *Time Warner Cable Information Services (Maine), LLC, Petition for Finding of Public Convenience and Necessity to Expand Scope of Authority*, Order dated Nov. 15, 2007, at pg. 7 (citing 47 U.S.C. 251(a))("TWCIS Order").

⁶ The Commission has recently approved agreements for Section 251(a) and (b) reached between a CLEC and an ITC, in Docket No. 2006-323.

of Section 251(f)(1) shielded them from this Section 251(b) obligation. The FCC clarified that not all requests for Sections 251(a) and (b) interconnection necessarily raise Section 251(c) requests:

Because Sections 251(b) and 251(c) are separate statutory mandates, the requirements of Section 251(b) apply to a rural LEC even if Section 251(f)(1) exempts such LECs from a concurrent Section 251(c) requirement. To interpret Section 251(f)(1) otherwise would undercut Section 251(b) and, in this case, would effectively preclude any provision of long-term number portability by rural LECs until termination of the Section 251(f)(1) exemption by a state commission. We find such an interpretation to be contrary to Congress's mandate that all LECs provide number portability, and Congress's exclusion of the Section 251(b) obligations, including the duty to provide number portability, from the Section 251(f)(1) exemption for rural LECs.⁷

As the FCC pointed out, "Section 251(c) sets forth 'additional obligations' that apply only to incumbent LECs, whereas Section 251(b) sets forth obligations that apply to all LECs."⁸

The FCC further dismissed identical claims made by Unitel and TAM here, that all requests for interconnection for items raised in 251(1)-(5) must necessarily overlap into a 251(c) request and, consequently, raise the initial barrier supplied by the rural exemption of Section 251(f)(1):

Even if we were to agree with [the rural LECs] statutory interpretation that rural LECs that are exempt from the Section 251(c) requirements are also exempt from any requirements of Sections 251(b) and (c) that overlap, petitioners have not demonstrated that the Sections 251(b) and (c) obligations in fact overlap. To provide long-term number portability under Section 251(b)(2), LECs obviously must install and use any necessary databases, SS7 or AIN capabilities, or switching software. Section 251(c), in contrast, requires incumbent LECs to provide unbundled access to network elements, including call-related databases. Number portability does not require any provision of unbundled access to these elements. Moreover, to provide number portability, carriers can interconnect either directly or indirectly as required under Section 251(a)(1). Section

⁷ *FCC 1997 Local Number Portability Order*, ¶ 119; *see also In the Matter of Telephone Number Requirements for IP-Enabled Services Providers*, Report and Order, Declaratory Ruling, and NPRM, FCC Docket No. 07-243, Order issued Oct. 31, 2007, rel. Nov. 8, 2007 (extending the LNP requirements to all LECs to arrange for LNP for interconnected voice over Internet Protocol (VoIP) providers, to ensure that customers of such VoIP providers may port their North American Numbering Plan (NANP) telephone numbers when changing telephone providers and to allow for greater choices to customers in rural areas).

⁸ *Id.* at ¶ 120.

251(c), in contrast, imposes an additional requirement on incumbent LECs to provide "equal" interconnection at "any technically feasible point within the carrier's network," which a carrier does not need to provide number portability. Thus, Sections 251(a) and (b), not Section 251(c), require that carriers interconnect and install and use necessary network elements to provide number portability. **We therefore deny [the rural LECs] request to "automatically exempt" rural LECs from our number portability requirements to the extent that they are exempt from the requirements of Section 251(c) under the provisions of Section 251(f)(1).**⁹

Just as requests under Section 251(b) do not implicate the rural exemption, interconnection requests pursuant to Section 251(a) are also enforceable against rural ILECs irrespective of Section 251(f)(1). As the FCC recently confirmed in the Time Warner Order: CLECs "are entitled to interconnect and exchange traffic with incumbent LECs pursuant to Sections 251(a) and (b)" and that "state decision[s] to the contrary [are] inconsistent with the Act and Commission precedent."¹⁰

If, on the other hand, the Commission agrees with Unitel and TAM -- that CRC's request for interconnection pursuant to Sections 251(a) and (b) must necessarily involve a request under Section 251(c) -- then the State Commission also has the authority, and responsibility, to initially determine whether to lift the rural exemption, applying the standard described at Section 251(f)(1)(A), and if so removed, to manage the arbitration proceedings as required under Section 251(f)(1)(B) and Section 252 and under FCC rules.¹¹ Indeed, CRC has recognized that this is an

⁹ Id. at ¶ 121.

¹⁰ *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, WC Docket No. 06-55, DA 07-709 ¶¶ 8, 14 (WCB rel. Mar. 1, 2007)

¹¹ 47 CFR Subpart E, Section 51.401 ("A State Commission shall determine whether a telephone company is entitled, pursuant to Section 251(f) of the Act, to exemption from . . . the requirements of Section 251 of the Act . . .") (emphasis added). The Commission previously acknowledged that it has the authority, and jurisdiction, to determine whether the rural exemption is implicated, and if so, whether to lift the exemption and allow the interconnection agreement process of Sections 251, 252 to proceed. TWCIS Order in Docket No. 2006-739, dated Nov. 15, 2007 ("Section 251(f) provides an exemption for rural carriers . . . unless or until the exemption is terminated by the state Commission.")

important determination that must be made by the Commission, and has notified the Commission of this disputed issue – as explained in Issue No. 2 of its petition.

If the Commission decides the rural exemption question is implicated, it should terminate the exemption as applied to these ITCs. Although CRC intended to seek interconnection not for all the items listed in Section 251(c), but pursuant to Sections 251(a) and (b), the ITCs' position that any such request is necessarily a request under Section 251(c) — if correct — would have to mean that CRC *already* made a “bona fide request for interconnection”, one of the pre-requisites to a review by the Commission, as set forth in Section 251(f)(1)(A)(i). In turn, the Commission should treat CRC's November 27, 2007 petition (Issue No. 2) as sufficient notice pursuant to Section 251(f)(1)(B), if it concludes that a rural exemption proceeding is mandatory.

As regards the merits of the Commission's Section 251(f)(1) analysis, if the Commission decides that this review is required, CRC's position is that the duties and responsibilities required of all LECs in Sections 251(a) and (b) must necessarily be: 1) without undue economic burden, 2) technically feasible, and 3) consistent with Section 254, for the simple reason, as described above, that *all LECs are required to provide through interconnection arrangements the duties listed by Sections 251(b)(1)-(5) without regard to the rural exemption.*

Moreover, since CRC is not seeking interconnection for purposes of obtaining equal access facilities, unbundled access to UNEs, collocation arrangements, or other Sections 251(c)(2)-(6) items, its request will not burden the ITCs at all. Accordingly, the Commission should proceed to lift the rural exemption, if it determines that Section 251(f)(1) is applicable, and proceed to manage the arbitration petition.¹²

¹² Further, if the Commission decides to undertake its rural exemption analysis, it must examine CRC's request under the standards set by Section 251(f)(1)(A) and it must proceed to make that determination within the 120 days, as required by Section 251(f)(1)(B).

In any event, there is clear authority provided to the Commission to exercise its jurisdiction to compel these ITCs to arrange for the interconnection services requested by CRC, regardless of whether it chooses to approve CRC's request under Sections 251(a) or (b) or to arbitrate the terms of the agreement as authorized by Section 252. Further delay merely deprives Maine consumers of the benefits derived by the introduction of competition in the rural communities served by these ITCs.

For all these reasons, to the extent the Commission finds the rural exemption implicated by CRC's request, the Commission should immediately proceed to decide: 1) whether the rural exemption is applicable, and if not, to proceed directly to arbitration under the terms of Sections 251 and 252; and, 2) if the rural exemption is applicable, to then determine whether to lift the rural exemption and to proceed to "establish an implementation schedule for compliance with the request that is consistent with Commission regulations."¹³

Question No. Two:

Is the Commission's jurisdiction and authority to compel, by mandatory arbitration or otherwise, Unitel, Oxford West Telephone Company, Oxford Telephone Company, Tidewater Telecom, Inc., and Lincolnville Telephone Company to negotiate the terms of an interconnection agreement with CRC limited as a matter of state law (including, but not limited to 35 M.R.S.A. §§ 7901 and 7903), and if so, what is the extend of such limitation?

The Maine statutes cited above not only do not limit the authority of the Commission, they further enhance or complement the existing federal authority discussed above. Section 35 M.R.S.A. 7901 provides that where telephone companies have "failed to establish joint rates" the Commission may "prescribe" the "rates, tolls and charges". This provides additional independent state authority to compel the type of interconnection request sought by CRC, so as to regulate these terms if "public convenience and necessity will be served," or if the carriers

¹³ 47 U.S.C. 251(f)(1)(B).

cannot reach agreement regarding these rates. 35-A M.R.S.A. § 7901(1). Since the ITCs refuse to negotiate, they should be compelled to reach agreements, under supervision of the Commission, pursuant to this independent state authority.

Similarly, 35-A M.R.S.A. 7903 provides additional authority for the Commission regarding the connection with other telephone lines: "Every telephone utility in the State may, upon such terms as may be agreed upon by the contracting parties, subject to the control of the Commission." This provision authorizes companies to arrange for interconnection of networks, "subject to the control of the Commission," which certainly supplies additional authority to the Commission to exercise jurisdiction over CRC's petition.

To be sure, these independent state statutes pre-dated the 1996 Telecom Act. Still, these state statutory provisions are consistent with the objective of Sections 251 and 252 to promote competitive entry through contractual arrangements between telephone companies, and are consistent with the fundamental Maine policies described in 35-A M.R.S.A. § 7101(2) (promoting "economic development" and to promote "regulation that encourage the development and deployment of new technologies" and to encourage "acceptable service applications that support economic development initiatives or otherwise improve the well-being of Maine citizens").

The state legislative policy supporting interconnection arrangements through contract is also fully consistent with the over-riding objectives of the 1996 Telecom Act, to implement the benefits of competitive entry through interconnection agreements with incumbent LECs. According to the FCC, "precedent suggests that the Commission intended for compensation arrangements to be negotiated agreements and we find that negotiated agreements between

carriers are more consistent with the pro-competitive process and policies reflected in the 1996 Act.”¹⁴

Finally, there is further reason why state statutes should not be interpreted to undercut the intent of the 1996 Telecom Act. Pursuant to 47 U.S.C. 253(a) “[n]o State or local statute or regulation, or other State or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.” And, as the recent FCC Order in the Time Warner matter established, wholesale services supplied by a CLEC to a VoIP provider are clearly “telecommunications services” under the provisions of the 1996 Telecom Act.¹⁵

This Commission, therefore, should interpret state law in a manner that supports its jurisdiction to compel negotiations and, if necessary, arbitration over the terms of interconnection for the duties required under Sections 251(a) and (b), of the 1996 Telecommunications Act.

Question No. Three

Assuming that the Commission’s authority to compel, by arbitration or otherwise, negotiation between CRC and the ITCs over the terms of an interconnection agreement, is not circumscribed by state law, does the TelAct itself limit such authority to only those circumstances in which the Commission must determine, pursuant to 47 U.S.C. § 251(f)(1)(B), whether to terminate the so-called “rural exemption”? If the Commission’s authority is not so limited by the TelAct itself, are there public policy reasons which would support abstention by the Commission of its authority to compel negotiation in circumstances in which it is not called upon to

¹⁴ *In the Matter of Developing a Unified Inter-carrier Compensation Regime; T-Mobile et al Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Docket No. 01-92, Declaratory Ruling and Report and Order, Adopted Feb. 17, 2005, rel. Feb. 24, 2005, at ¶ 14.

¹⁵ *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, WC Docket No. 06-55, DA 07-709 (rel. Mar. 1, 2007)

determine, pursuant to 47 U.S.C. § 251(f)(1)(B), whether to terminate the so-called “rural exemption”?

As CRC suggested in its response to question no. 1 above, CRC has notified the Commission that it must determine, in the first instance, whether the so-called “rural exemption” is even applicable to this petition. Which CRC suggests that the plain language of the Telco Act and FCC Orders make clear that the rural exemption is not implicated, because all that is sought is an interconnection agreement for the duties described in Sections 251(a) and (b), CRC has recognized that this is a question that must be decided by this Commission, and CRC has identified for the Commission this question in Issue No. 2 of its petition.

While UniTel and TAM point to the *Brazos*¹⁶ case, which pre-dated the FCC decision in the Time Warner Order), for the proposition that the Commission should dismiss CRC’s petition, that unpublished federal court ruling is distinguishable on the facts of CRC’s petition, since CRC has also notified the Commission that it immediately make a rural exemption analysis if the Commission believes – contrary to CRC’s position – that the rural exemption is implicated by CRC’s petition (issue No. 2).¹⁷ In addition, the *Brazos* case is also contrary to substantial majority precedent in state commission decisions and other federal court cases.¹⁸ Upon deciding

¹⁶ *Sprint Communications Company L.P. v. The Public Utility Commission of Texas, et al.*, U.S. District Court, W.D. Texas, C.A. No. A-06-CA-065-SS (Unpublished Opinion on Summary Judgment, dated Aug. 14, 2006).

¹⁷ Without such a notice presented in the petition in the *Brazos* case the Court had no other choice but to dismiss the arbitration petition, upon finding the rural exemption implicated by the type of interconnection agreement requested. *Brazos*, at pg. 4 (Brazos argued – and the court agreed – that a notice to request the state commission to remove the rural exemption should be handled first.)

¹⁸ See *Bellsouth Telecomms., Inc. v. Universal Telecom, Inc.*, 454 F.3d 559, 560 (6th Cir. 2006) (explaining that the Telecommunications Act requires ILECs to provide interconnection via Section 251(a)(1) either through negotiations (Section 252(a)), arbitration (Section 252(b)), or adoption of an interconnection agreement between the incumbent and another telecommunications company (Section 252(i)); *Verizon N.Y., Inc. v. Global NAPS South, Inc.*, 463 F. Supp. 2d 330, at *10 (E.D.N.Y. 2006) (“If the parties negotiate the terms of an agreement, they can choose to enter into a binding agreement ‘without regard to the standards set forth in [Sections 251(b) and (c)]’”) (quoting 47 U.S.C. § 252(a)(1)); *Petition for Arbitration of an Interconnection Agreement Between Level 3*

the applicability, if any, of the rural exemption, the Commission is now in a position to establish that CRC may provide wholesale services to interconnected VoIP providers for the benefit of Maine consumers.¹⁹

In any event, as explained above, the strong public policy interest in promoting competition warrants compelling interconnection pursuant to Section 251(c)(1), if the Commission determines that Section 251(f) applies here. Unitel and TAM suggest that CRC has not provided sufficient notice to trigger a rural exemption proceeding, but they cannot have it both ways. If they are correct that a rural exemption proceeding is *mandatory*, notwithstanding CRC's efforts to interconnect pursuant to Sections 251(a) or (b), then they cannot be heard to complain that CRC has failed to request Section 251(c) interconnection or to so notify this Commission. Rather, the Commission should deem CRC's November 27, 2007 petition (specifically, issue 2) to constitute the notice required by Section 251(f)(1)(B) (if it determines

Communications, and CenturyTel of Washington, Pursuant to 47 U.S.C Section 252, Third Supplemental Order Confirming Jurisdiction, Docket No. UT-023043, 2002 Wash. UTC LEXIS 418, at *5 (Wash. Utilities & Transp. Comm'n, Oct. 25, 2002) (concluding that "the duty to interconnect set forth in Section 251(a) is enforceable through the arbitration provisions of Section 252(b)"); *Level 3 Communications, LLC Petition for Arbitration Pursuant to 47 U.S.C. Section 252 of Interconnection Rates, Terms and Conditions with CenturyTel of Wisconsin, LLC*, Arbitration Award, Docket No. 05-MA-130, at 8 (Wis. Pub. Serv. Comm'n, Dec. 2, 2002) (interconnecting pursuant to Section 251(a)(1) "does not except any carrier from the reach of" Section 252); *Petition for Arbitration of Celco Partnership D/B/A Verizon Wireless*, Order of Arbitration Award, Docket No. 04-00585, 2006 Tenn. PUC LEXIS 10, at *35 (Tenn. Reg. Auth., Jan. 12, 2006) (holding that interconnection pursuant to Section 251(a) falls within the TRA's arbitration jurisdiction under Section 252(b) because "Section 252(b) encompasses 'interconnection, services, or network elements pursuant to Section 251'"); *Sprint Communications Company L.P.'s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates, Terms and Conditions of Interconnection with Ligonier Telephone Company, Inc.*, Opinion, Cause No. 43052-INT-01, 2006 Ind. PUC LEXIS 249, at *23-24 (Ind. Utility Reg. Comm'n Sept. 6, 2006) (exercising jurisdiction over Section 251(a) issues because they are properly subject to a Section 252 arbitration proceeding); *Cambridge Tel. Co. et al. Petitions for Declaratory Relief and/or Suspension or Modification Relating to Certain Duties under Sections 251(b) and (c) of the Federal Telecomm. Act, Pursuant to Section 251(f)(2) of that Act; and for any Other Necessary or Appropriate Relief*, Order, Docket No. 05-0259 (Ill. Commerce Comm'n July 13, 2005) (explaining that rural LECs exempt from Section 251(c) are nonetheless obligated to negotiate terms and conditions for interconnection with requesting carriers).

¹⁹ There is no question that, in any event, CRC has sufficiently proven, in exhibits filed with its petition, the first prong of Section 251(f)(1)(A) – that the ITCs involved here have "received a bona fide request for interconnection . . ."

that Section 251(f) applies at all), and it should promptly make the findings required under Section 251(f) to terminate the ITCs' rural exemption.²⁰

For all these reasons, the Commission has clear authority to decide the issues raised by CRC's petition, including the question of whether the rural exemption is implicated by a request for interconnection under Sections 251(a) and (b). If the Commission determines the rural exemption is not implicated, it should proceed to establish the schedule to complete this arbitration request in the time frame required by Section 252. If, on the other hand, the Commission determines the rural exemption is implicated by CRC's petition, the Commission should determine, within 120 days, that the rural exemption should be terminated, as applied to CRC's request for interconnection for the items set forth in Sections 251(a) and (b) with these ITCs, and to then proceed to conclude this arbitration to compel the interconnection agreement requested, so that CRC may provide the competitive wholesale telecommunications services that will benefit customers in Maine.

Respectfully submitted,
CRC Communications of Maine, Inc.

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²⁰ In the alternative, if the Commission insists on conducting an analysis under Section 251(f) but is unwilling to treat CRC's November 27 petition as sufficient notice, it should treat this pleading as the statutory notice, which would make the rural exemption determination due no later than 120 days of this filing.