

This arbitration was sought on August 9, 1996 by AT&T Communications of New England, Inc. (AT&T) pursuant to 47 U.S.C. 252 and Title 16 of the Connecticut General Statutes. The Chairman of the Department of Public Utility Control on October 7, 1996 lawfully designated the undersigned to serve as arbitrator in this matter. The oath of office to serve as arbitrator was lawfully administered the same day.

AT&T initially sought to arbitrate 30 issues dealing with resale, unbundled network elements and interconnection, pricing and operational issues. A procedural order was issued by the Arbitrator on October 7, 1996. AT&T and the Southern New England Telephone Co. (SNET) were designated parties in the matter. A procedural order also was sent to the Office of Consumer Counsel, but that body did not respond or participate in the arbitration.

A pre-hearing arbitration conference was held October 16 and both sides were encouraged to settle as many issues as possible. When it appeared no progress was being made, the arbitrator had the parties randomly select two numbers, which stood for the issues of that number. Issues 1 and 30 were chosen for a special arbitration hearing to be held on October 28.

Both parties subsequently informed the arbitrator by letter dated October 28 that issue 30 was settled, as were issues 20, 26, 27, 28 and 29. By letter dated October 31, the arbitrator was notified the parties had settled issues 2, 3, 4, 8, 10, 12, 18 and 19. Issue 14 was settled on November 15. By letter dated October 28, 1996, SNET reported that AT&T agreed to remove Issue 20 from the list of issues to be arbitrated, and that both SNET and AT&T agreed that the interconnection agreement would not speak to Issue 29.

The arbitration hearing for Issue 1 was held on October 28 and orally decided that day. A status conference with both parties was held on November 1 and four days of hearings were held November 4 through 7. The issues heard at the hearings are the following: 1, 5, 6, 7, 9, 11, 13, 14, 15, 16, 17, 21, 22, 23, 24 and 25. An agreement, containing both the issues settled by the two parties and the issues resolved by the arbitrator, follow in Attachment A.

This award is subject to being reopened by the arbitrator should the appeal against the Federal Communication Commission interconnection order in CC Docket 96-98 be successful.

Under the terms of the aforementioned Procedural Order with respect to the conduct of these arbitration proceedings, this award is hereby submitted to the Department of Public Utility Control for approval-level proceedings, as defined in that Procedural Order.

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Jack R. Goldberg  
Arbitrator

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November 19, 1996

FINAL AWARD  
FOR AN  
AGREEMENT FOR NETWORK INTERCONNECTION AND RESALE  
BETWEEN  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY  
AND  
AT&T COMMUNICATIONS OF NEW ENGLAND, INC. (AT&T)



# **AGREEMENT FOR NETWORK INTERCONNECTION AND RESALE**

## **MUTUAL COMPENSATION**

The Parties agree to designate and offer a tariffed local service that offers a subscriber dial access to a prescribed set of contiguous central office prefixes (NXXs) to be determined by each respective provider without the imposition of any additional charge associated with distance. The Parties agree that toll calls will be defined as all other CT calls between the Parties' networks other than those in the network provider's designated local service areas.

Initially, each Party will exchange detailed information (NXXs, towns, and boundaries) that define a single local calling area per NXX that the Party serves. On a going forward basis, each Party will notify the other two months before the implementation of any changes and additions of NXXs and/or local service areas.

The Parties mutually agree that for a period of eighteen months from: (a) the time of network interconnection (defined as when calls are being passed between the Parties' networks) or (b) from the execution of this Agreement which ever is later, local traffic will be subject to a Bill and Keep mutual compensation arrangement. During this 18 month period, one way POTS trunking arrangements will be the standard trunking arrangement for both Parties at either the tandems and/or end offices. At the end of this Bill and Keep period, the Parties agree to measure and annually compare their traffic volumes for a mutually agreeable time frame to determine if call volume is out of balance by greater than 10%. If an imbalance is detected, another form of mutual compensation may be negotiated on a going forward basis, such as a per minute measurement or flat rate basis. At that time, or any time prior thereto, both Parties may determine if a two way trunking ICB arrangement would be mutually desirable at any of the interconnection points and the appropriate compensation arrangements for these networks.

## **E-911**

SNET will provide use of the existing E-911 system as currently described in General Exchange Tariff Part II, Section 27, for transmission of E-911 calls originating from AT&T's system and its end users. AT&T's use of the E-911 system can be as either a nonfacilities or facilities-based provider. SNET will not charge AT&T for per call usage of the E-911 network.

For AT&T as a nonfacilities based provider (reseller of SNET services), SNET will provide to AT&T, for AT&T's customers, E-911 call routing to the appropriate Public Safety Answer Point ( PSAP ). SNET will input/update the

Automatic Location Identification ( ALI ) records to include AT&T customer information into the E-911 database, on the same schedule that SNET uses for its own end users. SNET will not modify the content of data supplied by AT&T. When input errors are discovered by the error correction programs, AT&T will be notified for its correction in the next day cycle.

For AT&T as a switch based facilities provider, the service detailed in CT Access Service Tariff Section 18.5 includes the initial provisioning of the service, ongoing monthly host access and billing services, updates to the E-911 ALI database for AT&T s end user information, manual processing of handicap information and optional downloads of the Master Street Address Guide (MSAG). The rates and charges in CT Access Service Tariff Section 18.6 apply. Separate rates apply for ConnNET user name password and dial up usage.

The responsibilities of AT&T as a switch based facilities provider include the following:

AT&T will input/update ALI records into the E-911 database, download errors and download an optional MSAG file via ConnNET 6 days a week by midnight. Any AT&T input/update errors discovered by SNET s error correction programs will be prepared for transmission back to AT&T for correction the following morning. Errors are to be corrected by AT&T in the next day s cycle.

AT&T will make every reasonable effort to update the ALI data base on a daily basis and ensure the accuracy of all the ALI information, i.e., street address and current status of the service. The data content of any and all records input by AT&T is the sole responsibility of AT&T. AT&T is responsible for all error correction. SNET will not modify the content of data supplied by AT&T.

The ALI input record will conform to SNET s E-911 record data layout. A unique customer code will be assigned to AT&T to ensure updates are uniquely made to AT&T s end user data.

When number portability is provided to an end user, AT&T will input the call forwarded number into a SNET designated field of the ALI record for the end user s current number.

When AT&T s end user has State of Connecticut required handicap information to be associated with the ALI record, AT&T will handle the completed E-

911 Handicap form and forward it to SNET for manual processing.

An optional MSAG file is available for AT&T to electronically download for use in reducing the number of street address errors when inputting ALI records.

AT&T is required to report to DPUC on the same E-911 service indicators as SNET.

## **UNBUNDLED ACCESS**

### **UNBUNDLED NETWORK ELEMENTS (Issue 7)**

Listed below are the eight Network Elements that SNET shall provide to AT&T by September 1, 1997. The Network Elements shall be as described in Section VI of the FCC Order to the extent such elements, as so defined, exist in SNET's network. In the event a feature or capability of the FCC-defined unbundled Network Elements is subsequently added to SNET's network, SNET shall simultaneously make such feature or capability available to AT&T as part of such Network Element. If AT&T requests any new or additional Network Elements not listed below, it will use the process set forth in DPUC Docket No. 94-10-02.

The eight Network Elements are: the local loop, the NID, local switching capability, tandem switching capability, interoffice transmission facilities (both common transport and dedicated transport), signalling and call-related databases, operations support systems functions, operator services and directory assistance facilities.

#### **Network Elements Definitions:**

To the extent that the following definitions do not conflict with the aforementioned FCC order, the network elements are as follows:

(1) The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and an end user customer premises.

(2) The network interface device network element is defined as a cross-connect device used to connect loop facilities to inside wiring. Additionally, the NID may

provide for loop protection and grounding.

- (3) The local switching capability network element is defined as:
  - (A) line-side facilities, which include the connection between a loop termination at a main distribution frame and a switch line card;
  - (B) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross connect panel and a switch trunk card; and
  - (C) all features, functions, and capabilities of the switch, which include
    - (1) the basic switching function of connecting lines to lines, lines to trunks, and trunks to trunks, as well as the same basic capabilities made available to the incumbent LEC customers, such as a telephone number, white page listing, and dial tone; and
    - (2) all other features that the switch is capable of providing, including but not limited to custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.
- (4) The tandem switching capability network is defined as:
  - (A) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;
  - (B) the basic switching function of connecting trunk to trunks; and
  - (C) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- (5) Interoffice transmission facilities are defined as incumbent LEC transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between incumbent LECs.
- (6) Signaling networks include, but are not limited to, signaling links and signaling transfer points.
- (7) Call related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection or the transmission, routing, or other provisions of a telecommunications service.

(8) Operations support systems functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information.

(9) Operator services are defined as any automatic or live assistance to a consumer to arrange for billing or completion of a call. Directory assistance service includes, but is not limited to, making available to customers, upon request, information contained in directory listings.

## **ADDITIONAL UNBUNDLED ELEMENTS (Issue 8)**

### **Network Interface Device (NID)**

On a single residence home AT&T may utilize spare capacity on the existing SNET NID to directly connect its loops. Where no spare terminals are available on the existing device or the NID does not accommodate direct interconnection to device, AT&T will install its own NID and terminate the customer's inside wire to the AT&T NID. AT&T shall use trained personnel and meet any electrical code requirements associated with SNET NID. AT&T will offer to SNET this arrangement on a reciprocal basis where appropriate. In scenarios involving multiple dwelling units and office complexes, AT&T will make arrangements with the building owners to enter the building with their own loop facilities. AT&T and SNET agree to work cooperatively in developing Methods and Procedures associated access to SNET NIDs.

### **Advanced Intelligence Network (AIN)**

SNET agrees that when AT&T uses SNET resale services or SNET unbundled local switching elements that SNET's current AIN services will be available to AT&T customers. SNET shall work cooperatively with AT&T in developing AT&T services using SNET's AIN platform. Initially, this will be by non-discriminatory manual mediation for service creation. AT&T will be able to avail itself of SNET's AIN capabilities by accessing SNET's AIN databases from the AT&T switch. This access to the database would be through SNET's signaling network.

## **COMBINATIONS OF UNBUNDLED ELEMENTS (Issue 11)**

SNET shall make available to AT&T by September 1, 1997, the following combinations of Network Elements. If AT&T requests any new or additional combinations not listed below, it will use the process set forth in DPUC Docket No. 94-10-02.

Basic Local Service Combination Excluding SNET-provided Operator Services and Directory Assistance

Specific Inclusions:

NID  
Local Loop  
Local Switching  
Interoffice Transmission Facilities  
Tandem Switching  
Signalling and Call Related Data Bases  
Operations Support Systems Functions

### **Loop Combination**

Specific Inclusions:

NID  
Local Loop

### **Dedicated Circuits Combination**

Specific Inclusions:

Loop  
Dedicated Transport

### **Local Network Interconnection**

Specific Inclusions:

Local Switching - originating/terminating  
Interoffice Transmission Facilities  
Tandem Switching  
Signalling and Call Related Data Bases

### **Loop/Network Combination**

Specific Inclusions:

NID  
Local Loop  
Interoffice Transmission Facilities  
Tandem Switching  
Signalling Systems and Call Related Data Bases

### **NID Plus**

Specific Inclusions:

NID  
Interoffice Transmission Facilities  
Tandem Switching (possibly Local Switching)  
Signalling Systems and Call Related Data Bases

AT&T shall make a binding commitment to order the combination in the quantity or within the time frame requested or pay SNET the cost of processing the request and the development costs.

### **ADDITIONAL COMBINATIONS (Issue 10)**

SNET agrees to provide AT&T, at AT&T's request, additional combinations of the unbundled elements which SNET has agreed to make available pursuant to this Agreement. SNET and AT&T agree to work cooperatively to define: (1) the technical feasibility and specifications of any AT&T specific requirements for additional combinations; (2) the agreed upon time frame in which the additional combinations would be made available; and (3) the priority in which the additional combinations would be made available.

### **INTERCONNECTION OF UNBUNDLED ELEMENTS AND COMBINATIONS - (Issue 12)**

SNET agrees to interconnect unbundled elements or combinations of unbundled elements. SNET and AT&T will work cooperatively to define: (1) the technical feasibility and specifications of any AT&T specific requirements for interconnection of unbundled elements and combinations of unbundled elements; (2) the agreed upon time frame in which the interconnection would be done; and (3) the priority in which the interconnections would be done.

### **PRICING METHODOLOGY FOR UNBUNDLED ELEMENTS and COMBINATIONS (Issue 15)**

The pricing of unbundled elements will be based on their Total Service Long Run Incremental Costs ( TSLRIC ) and include a reasonable contribution to overhead costs.

Pending the Department s approval of SNET s TSLRIC cost studies for the AT&T specified unbundled elements, SNET proposes the following interim rates:

Loop (2 wire analog POTS)	\$16.88 (AVG and Weighted)			
	<u>Metro</u>	<u>Urban</u>	<u>Suburban</u>	<u>Rural</u>
	\$12.10	\$16.18	\$17.91	\$19.86
Local Switching (POTS)			\$1.66 Port	\$0.003090 MOU
Vertical Features			TBD	
Tandem Switching			\$0.002059	
Common Transport			\$0.003798	
Signaling Link \$1.14/mile			\$22.10 plus	
STP			\$860.00 (per Port)	
SCP			\$0.004151 (800)	\$0.0369 (LIDB)
			\$0.015 (500)	
Network Interface Device			one time charge \$7.50 per	

line

Dedicated Transport \$6.08

AT&T and SNET will work cooperatively in developing methods and procedures associated with access to SNET's Network Interface Devices.

**The Pricing of Combinations of Unbundled Elements (Issue 16)**

The pricing of combinations of unbundled elements will be based on their Total Service Long Run Incremental Costs ( TSLRIC ) and include a reasonable contribution to overhead costs.

Pending the Department's approval of SNET's TSLRIC cost studies for the AT&T specified combinations, SNET will offer AT&T the following interim rates:

Basic Local Service	(AVG) \$18.54 fixed
MOU	\$0.0069
Loop Combination	(AVG) \$16.88
Dedicated Circuits Combination	(AVG) \$24.96
Local Network Interconnection	End Office (Local) \$0.003090
	End Office (toll) Access
	Tandem (Local) \$0.009
	Tandem (toll) Access
Loop/Network Combination	Loop side \$16.88
Collocation Crossconnect termination	\$0.51 per 2 wire
	Network Side to IXC's Meet Point Billing
	Network Side to CLECs \$0.035

NID/Network Combination	NID one time charge	\$7.50/line
	Network Side to IBC s	Meet Point Billing
	Network Side to CLECs	\$0.035

**The Pricing of Combinations of Network Elements Not Connected in the SNET Network (Issue 17)**

The pricing of combinations of network elements not connected in the SNET network will be based on their Total Service Long Run Incremental Costs ( TSLRIC ) and include a reasonable contribution to overhead costs.

**PROCESS FOR REQUESTING ADDITIONAL UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS (Issue 9)**

AT&T may request, and SNET shall, to the extent technically feasible, provide to AT&T, unbundled access to additional or revised Network Elements or Combinations thereof as necessary to improve services to customers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or regulatory requirements. Such request shall follow the process set forth in the Stipulation in DPUC Docket No. 94-10-02. AT&T shall use the form attached as Attachment B in making any such requests.

**COLLOCATION (Issue 13)**

SNET must offer AT&T collocation within the terms of its Connecticut Access Tariff with the following modifications:

SNET shall provide to AT&T physical collocation of equipment necessary for interconnection or for access to unbundled elements, except that SNET may provide for virtual collocation in central offices where SNET is unable to provide for physical collocation due to technical or space limitations.

SNET will only provide virtual collocation where physical collocation is not available.

Upon a request for collocation, AT&T will be allocated up to 400 square feet of space in the requested central office. The Parties may negotiate additional space on a case by case basis. Requests for additional space shall not be unreasonably denied.

AT&T may connect its collocated equipment with another CLEC's collocated equipment within the same SNET premises provided that the equipment is used for interconnection with SNET, or to gain access to SNET's unbundled network elements. SNET will perform the actual interconnection between the collocated space.

AT&T may only use the interconnection between collocated spaces for interconnection to another collocators network for interconnection with SNET or to gain access to SNET's unbundled network elements.

AT&T may not install switches or use installed equipment for the purpose of switching. However, SNET must work cooperatively with AT&T on any request for the placement of non-traditional multiplexing and concentration equipment such as switching modules if such equipment will only be used for multiplexing and concentration functions and the switching functionality is disabled. Additionally, AT&T may not install equipment used to provide enhanced services.

## **NUMBER PORTABILITY**

### **INTERIM NUMBER PORTABILITY (Issue 18)**

The Parties agree to offer an equal and reciprocal interim number portability service arrangement to port numbers from their own network facilities to the other at the time either Party requests such service. SNET's standard solution is Service Provider Local Number Portability (SPLNP).

SPLNP is an SNET filed service arrangement utilizing a call forwarding technique whereby an end user that switches local exchange service subscription from SNET to AT&T is permitted to retain the existing Party's telephone number assigned to the end user for its use, provided that the end user's physical location remains in the operational area (i.e., wire center) of the end user's assigned telephone number. SPLNP provides a single call path for the forwarding of one call at a time to AT&T's assigned telephone number. Additional call paths for the forwarding of multiple calls are available on a per path basis.

SNET will not provide SPLNP on any end user service that is in suspension at the time of the request, until/unless such service is restored prior to conversion to AT&T.

SPLNP can only be provided on an end user telephone number for which an order for removal of existing service has been received. In addition, the end user must be physically located within the same operational area (i.e., wire center) of SNET's telephone number for which SPLNP is provided. Only the end user's existing SNET assigned telephone number(s) is eligible for SPLNP. Additional telephone numbers will not be assigned to that end user for SPLNP service. SPLNP is not available for WLS-B or unbundled ports.

AT&T is responsible for coordinating the provision of service with SNET to ensure that its switch is capable of accepting SPLNP ported traffic. SNET is responsible for adequate interconnection trunks for terminating calls to AT&T's network and AT&T is responsible for ordering adequate network provisioning for its end user's SPLNP call paths.

AT&T agrees to load both the AT&T assigned telephone number and SNET's ported number into the E-911 database. This loading of information is to be coordinated with the due dates of the SPLNP service. Refer to CT Access Service Tariff Section 18.5 for additional information regarding E-911 service. In DPUC Docket No. 94-10-02, the Parties stipulated that ANI substitution at the ported to number will not be implemented in order to maintain the integrity of the E-911 database.

AT&T agrees to disconnect SPLNP for any telephone number for which it is not longer providing local exchange service. When AT&T discontinues SPLNP because the end user no longer chooses to retain its SNET assigned telephone number, AT&T agrees to designate the preferred type of announcement (e.g., reference of calls, not in service) to be provided by SNET. SPLNP services cannot be resold or shared. AT&T agrees to assume responsibility for all charges associated with SPLNP as set forth in CT Access Service Tariff Section 18. Additional SPLNP service regulations and limitations are detailed in CT Service Tariff Section 18.5. The Parties agree that the provider of the Number Portability service will flow through to the other party the appropriate access element charges or the equivalent, if such elements can not be identified, in accordance with the DPUC decision in Docket No. 95-11-08.

The Parties will work cooperatively to construct an interim number portability solution in addition to SPLNP and in doing so, AT&T agrees to bear the costs of its development and implementation. AT&T has identified this additional interim solution as the Route Indexing Portability Hub Solution. Parties will cooperate in determining the time frame in which the solution can be deployed and the manner in which the costs of the solution will be recovered.

The Parties agree to continue to work cooperatively to overcome any of the shortcomings inherent in an interim portability solution. Two examples of this cooperation are:

if an existing end user is using a full NXX and changes local carriers, the Parties will work together so that Number Administration can reassign the NXX to the end user's new local carrier, and

if AT&T accepts financial responsibility for Bill to Third (BTT) and Collect calls associated with number portability, the Parties agree to negotiate a mutually agreeable number portability billing solution to be added to this Agreement.

### **PRICING OF INTERIM NUMBER PORTABILITY (Issue 19)**

The Parties agree that cost recovery for interim number portability shall be governed by the July 17, 1996 decision in Docket No. 95-11-08.

### **LONG TERM NUMBER PORTABILITY**

The Parties agree to work cooperatively as well as within appropriate industry forums to develop and implement a long term number portability solution. Once a long term number portability solution is approved, the Parties agree to work cooperatively to implement that solution within a reasonable period of time.

### **RESALE**

#### **AVAILABILITY OF WHOLESALE RATES FOR RESALE (Issues 1, 5 & 6)**

SNET shall tariff and make available to AT&T, at wholesale rates, all of SNET's retail telecommunications services on the same terms and conditions contained in the retail tariffs for those services, except as otherwise specifically set

forth in this Agreement.

SNET shall be allowed to include in its wholesale tariffs any terms, conditions, customer class restrictions and end user restrictions currently in its retail tariffs.

If AT&T requests changes to the existing terms, conditions, customer class restrictions and end user restrictions SNET shall work with AT&T to develop a new service that meets AT&T's need.

SNET will not offer for resale:

- (i) promotions for telecommunications services of less than ninety (90) days;
- (ii) market trials of new telecommunications services. Market trials refer to market tests of limited scope and duration, prior to full commercial deployment of a service, to test the technical functionality of, or rate structure for, a particular service. SNET will notify AT&T of any market trials in advance of such market trials;
- (iii) service packages that contain all services deemed competitive in Conn. Gen. Stat. Sections 16-247a, 16-247f(f), and services classified as Competitive by the DPUC.

SNET will offer AT&T all grandfathered services for resale to AT&T for purchase by the same limited group of customers that have purchased the retail service in the past.

AT&T agrees not to resell residence service to business customers.

## **PRICING OF WHOLESALE SERVICES (Issue 14)**

### Price Schedules

Prices for Local Service Resale are set forth in Price Schedule 1.

The wholesale prices for the services and features set forth in Price Schedule 1 as a percentage off the retail price ("wholesale discounts") will remain at such fixed percentage below the retail price as the retail price may change from time to time during the term of the Agreement. The wholesale prices set forth in

Price Schedule 1 as dollar amounts ("wholesale prices") will remain at those dollar amounts for the term of the Agreement, provided, however, that if such wholesale prices drop below 25% off the retail price such wholesale prices will be adjusted to 25% off the retail price and shall remain at a 25% wholesale discount for so long as such price is equal to or below such 25% discount level. The term of the Agreement will be three years from the Effective Date of this Agreement.

New retail services which fall into the categories in Price Schedule 1 will be priced for resale as so indicated for such category. New retail services which do not fall into any of the categories in Price Schedule 1 will be priced for resale in accordance with the Act and any other applicable laws or regulations in effect at such time. For new retail services that do not fall into any of the categories in Price Schedule 1, SNET will notify AT&T of such services at least 21 days prior to the effective date of the retail offering for noncompetitive or emerging competitive services and 14 days prior to the effective date of the retail offering for competitive services, and the Parties will negotiate in good faith a wholesale price. In the event the Parties are unable to agree on a wholesale price 10 days prior to the effective date of the retail offering, AT&T may petition the DPUC to set a price in accordance with the Act and any other applicable laws or regulations in effect at such time.

Miscellaneous services in SNET's tariffs will be treated according to the categories set forth in Price Schedule 1. This Agreement does not address wholesale discounts for ISDN and FX services which the parties agree to negotiate in good faith with the intent that prices be determined expeditiously but such prices will be tariffed no later than April 1, 1997, SNET will make available FX service to AT&T no later than July 1, 1997. SNET will also make available ISDN Service to AT&T with a target date of August 15, 1997 but in no event no later than October 1, 1997.

Between 90 and 60 days prior to the end of the three year term of this Agreement or at any time thereafter, either Party may, by written notice to the other Party, request a renegotiation of the wholesale prices set forth in Price Schedule 1. If the Parties are unable to agree on new wholesale prices at the end of 60 days from the date of such written request, the Party requesting the renegotiation may petition the DPUC to set prices in accordance with the Act and any other applicable laws or regulations in effect at such time.

At the end of the three-year term of this Agreement, the Agreement will continue with the existing terms and prices unless otherwise renegotiated or unless

the DPUC sets new wholesale prices upon petition from one of the Parties, in which case such new wholesale prices will take effect, subject to any applicable appeals.

The charge for transferring a single line customer's existing residence or business flat rate or per call retail service from SNET to AT&T (whether or not a vertical feature is added or deleted at the same time or whether the primary listing is changed or whether blocking is added or deleted) is \$12.75 when AT&T is serving that customer on a resale basis with wholesale local service - basic or per minute respectively, and the order entry process is mechanized. The Parties agree to negotiate within 30 days from the effective date of this Agreement whether or not a different rate should apply to a multiple line customer transferring their existing residence or business flat rate or per call retail service from SNET to AT&T. In the event the Parties can not reach agreement within 30 days either party may petition the Department to resolve the issue.

**RESALE SERVICES  
PRICE SCHEDULE 1**

**A) Resale Services Prices At A Fixed Wholesale Discount off of Retail Rates:**

<b>Service</b>	<b>wholesale Discount</b>
1) Residence Local - (all classes) Wholesale Local Service-Basic	17% off Retail Recurring Rate
2) Residence Local - Per Minute (all classes)	17% off Retail Recurring Rate
3) Vertical Features - Hunting	13% Off Retail Recurring Rate
4) Toll (includes MTS and 800 services)	16% off Retail Recurring Rate and non-recurring charge
5) Private Line	16% Off Retail Recurring Rate and non-recurring charge
6) CENTREX	15% off Retail Recurring Rate and non-recurring charge
7) PBX Trunks	25% off Retail Recurring Rate
8) DID Service	25% off Retail Recurring Rate

**B) Resale Service Rates with A Fixed Floor Discount Of 25% off Retail Rates:**

<b><u>Service</u></b>	<b><u>Wholesale Rates</u></b>	<b><u>Retail Rate Below Which The Wholesale Rate Must Change To Maintain a 25% Discount</u></b>
1) Business Local - Wholesale Local Service-Basic		
Class 1	\$23.23	*
Class 2	20.97	27.96
Class 3	20.87	27.83
Class 4	22.01	29.35
Class 5	19.88	26.51
2) Residence Vertical Features		
Per Use		
a) Automatic Call Back	\$ 0.50	\$ 0.67
b) Automatic Recall	0.50	0.67
c) Call Trace	0.50	0.67
Recurring Rates		
d) Call Waiting/Cancel	\$ 2.00	2.67
e) Call Forwarding Variable	0.75	1.00
f) Call Forwarding Busy Line	0.50	0.67
g) Call Forwarding Don't Answer	0.50	0.67
h) Message Waiting Indicator Lamp	-	-
i) Message Waiting Indicator Tone	-	-
j) Three-Way Calling	0.75	1.00
k) Speed Calling 8	0.75	1.00
l) Speed Calling 30	3.15	4.20
m) Automatic Call Back	2.25	3.00
n) Automatic Recall	2.25	3.00
o) Distinctive Ringing	2.25	3.00
p) Selective Call Forwarding	2.25	3.00
q) Selective Call Rejection	2.25	3.00
r) Call Trace	2.25	3.00
s) Calling Number Delivery	4.25	5.67

t) Calling Number Delivery/ACR	4.25	5.67
u) Calling Number Delivery Blocking	1.00	1.33
v) Totalphone Equivalent	4.25	5.67

\*While this represents currently a discount less than 25% SNET agrees that if the retail rate changes SNET will offer a wholesale discount of 25%.

<b>Service</b>	<b>Wholesale Rates</b>	<b>Retail Rate Below Which The Wholesale Rate Must Change To Maintain a 25% Discount</b>
3) Business Vertical Features Per Use		
a) Automatic Call Block	\$ 0.50	\$ 0.67
b) Automatic Recall	0.50	0.67
c) Call Trace	0.50	0.67
Recurring Rates		
d) Call Waiting/Cancel	2.00	2.67
e) Call Forwarding Variable	0.75	1.00
f) Call Forwarding Busy Line	0.50	0.67
g) Call Forwarding Don't Answer	0.50	0.67
h) Message Waiting Indicator Lamp	-	-
i) Message Waiting Indicator Tone	-	-
j) Three-Way Calling	0.75	1.00
k) Speed Calling 8a	0.75	1.00
1) Speed Calling 30	3.15	4.20
m) Automatic Call Back	2.25	3.00
n) Automatic Recall	2.25	3.00
o) Distinctive Ringing	2.25	3.00
p) Selective Call Forwarding	2.25	3.00
q) Selective Call Rejection	2.25	3.00
r) Call Trace	2.25	3.00
s) Calling Number Delivery	4.25	5.67
t) Calling Number Delivery/ACR	4.25	5.67
u) Calling Number Delivery Blocking	1.00	1.33
v) Totalphone Equivalent	6.65	8.87
4) 900 Blocking		
a) 1 to 5 lines	\$ 5.90	\$ 7.87
b) over 5 lines	31.95	42.60
5) International Direct Dial Blocking	\$ 6.41	\$ 8.55
6) Toll Restriction - WLS		

a) Residence	\$ 11.93	\$15.91
b) Business	11.93	15.91
7) Seasonal Suspension - WLS		
a) Residence	\$12.49	\$16.65
b) Business	25.52	34.03

<u>Service</u>	<u>Wholesale Rates</u>	<u>Retail Rate Below Which The Wholesale Rate Must Change To Maintain a 25% Discount</u>
8) Dual Service - WLS		
a) Residence	\$12.49	\$16.65
b) Business	25.52	34.03
9) Blocks of 20 Numbers- DID	\$ 7.00	\$ 9.33
10) Vanity Numbers	\$20.00	\$26.67
11) Non-recurring Charges		
a) Local - New Wholesale Local Service - Basic, PBX Trunks		
Residence	\$29.68	\$39.57
Business	43.81	58.41
b) Record Charge - Wholesale Local Service (includes vertical feature changes)		
Residence	13.20	\$17.60
Business	22.24	29.65
c) Hunting -		
Residence	29.68	\$39.57
Business	43.81	58.41

C) Service Rates Which Are Fixed For Life Of Agreement:

<u>Service</u>	<u>Rates</u>
1) Convert existing retail flat rate <a href="#">residential and business</a> local service to Wholesale Local Service-Basic or retail per call local to Wholesale	

Per Minute Local Service  
(non-recurring)

\$12 .75

D) Resale Service Rates To Be Negotiated:

<u>Service</u>	<u>Rates</u>
1 ) ISDN	
2) FX Lines	

**PROCESS FOR REQUESTING WHOLESALE SERVICES (Issues 2, 3, & 4)**

As new retail services are offered, SNET agrees to file wholesale tariffs simultaneously with the retail tariff filing. The wholesale tariffs shall offer the same service offered to SNET retail end users. SNET will serve AT&T with a copy of the proposed retail and wholesale filings twenty-one (21) days prior to the effective date of any noncompetitive or emerging competitive telecommunications services and fourteen (14) days prior to the effective date of any Competitive services.

The Parties agree to work cooperatively on defining the procedure(s) for AT&T to request new services not already available to SNET's retail customers.

**OPERATOR SERVICES/DIRECTORY ASSISTANCE PLATFORM (Issue 21)**

**Routing to Directory Assistance and Operator Services --** On a first come first serve basis, and to the extent technically feasible SNET shall make available by February 15, 1997, the ability to route:

\* local directory assistance calls (411, (NPA) 555-1212) dialed by AT&T Customers directly to the AT&T directory assistance services platform.

\* local operator services calls (O+, O-) dialed by AT&T Customers directly to the AT&T local operator services platform.

SNET shall also make available this alternate routing for unbundled elements and combinations where technically feasible and when required system(s) and process modification are completed. SNET must work as expeditiously as possible to implement these changes by September 1, 1997.

All direct routing capabilities described herein shall permit AT&T Customers

to dial the same telephone numbers for AT&T directory assistance and local operator service that similarly-situated SNET customers dial for reaching equivalent SNET services.

AT&T and SNET are encouraged to address these issues at the CLEC working group meetings, and may bring them to the department for resolution if no satisfactory agreement is reached.

### **MECHANIZED SERVICE OPERATIONS (Issue 22)**

Using industry standards, SNET currently is developing an electronic interface called the SNET - CLEC Mechanized Service Platform MSAP for processing information, exchanges and service requests to and from SNET and CLECs. The ongoing development of the electronic interface represents the efforts of SNET, AT&T and other CT CLECs and such industry standards bodies such as the Ordering and Billing Forum ( OBF ) and the Telecommunications Industry Forum ( TCIF ). The baseline version of the MSAP is documented in SNET s CLEC Mechanized Interface Specification. Phase One of the electronic interface must be completed January 1, 1997.

The Parties will complete a technical Memorandum of Understanding to cover the bilateral technical aspects of the parameters used to support communications between SNET and AT&T and other arrangements between the Parties. SNET must offer to AT&T service order capability comparable to SNET s service order process. Data is routed to SNET s MSAP using X.400 messaging and X.25 transport protocol. AT&T is responsible for the usage cost associated with the MSAP in both directions. SNET is responsible for providing X.400 end addresses that AT&T and all other CLECs will use to access SNET s MSAP.

As industry standards are further developed, the baseline version will evolve to support other forms of operations support as required by rulings from the FCC and/or DPUC. A formal change control process and negotiation with all Connecticut CLECs will define and prioritize the types of support that will be available in the future.

The interfaces shall be implemented by September 1, 1997 for Unbundling. SNET shall establish a long term plan and change control process to enable an efficient migration from the initial implementation of the interface to the long term desired national standard solutions. SNET will provide the DPUC with quarterly

updates describing SNET's progress in implementing an electronic interface until such interface is completed.

### **SERVICE PARITY (Issue 23)**

SNET's operations personnel will interface with AT&T's retail operations personnel in a manner that is as efficient and timely as the manner in which SNET's operations personnel interface with SNET's own comparable retail operations. Where SNET operations people are required to interface directly with AT&T's end users, e.g., installation, repair, etc., SNET's operations personnel will interface with AT&T's end user in a manner that is as efficient and timely as the manner in which SNET's operations personnel deal with SNET end users.

SNET will provide nondiscriminatory access to its Operations Support Systems ( OSS ).

For pre-ordering, ordering, provisioning, maintenance and billing, SNET, in cooperation with AT&T, other CT CLECs and industry committees and standards bodies and where technically feasible, is developing an electronic interface which will provide access to the functions of its OSS. The electronic interface will allow AT&T and SNET to exchange information, in conformance with applicable industry standards, relative to the provision of resold services and unbundled network elements available to AT&T via tariff or contract. The electronic interface will allow AT&T to send SNET a service request: (1) for the assignment of a telephone number (if the AT&T customer does not have one assigned); (2) to establish/modify directory listings; (3) to provide service availability dates to AT&T, where appropriate; (4) to order resold local intraLATA toll service and enter AT&T's end user's choice of primary interexchange carrier on a single, unified order; (5) to order the suspension, termination or restoration of service to an AT&T end user; (6) to process service disconnects; and (7) to process local service changes.

SNET will work cooperatively with AT&T in defining and providing additional information in support of the provisioning process to include items such as Firm Order Confirmation ( FOC ), Service Order Completion (SOC), and jeopardies.

During installation, where an AT&T end user requests an SNET technician to perform a service change, SNET will refer that customer to AT&T for the service change.

SNET shall provide to AT&T installation and maintenance intervals on a nondiscriminatory basis with the intervals for like type services provided by SNET to its own end users.

The Parties shall ensure that all their respective representatives do not in any way disparage or discriminate against the other Party, its products or its services. AT&T and SNET are encouraged to address these issues at the CLEC working group meetings, and may bring them to the Department for resolution if no satisfactory agreement is reached.

### **PERFORMANCE STANDARDS (Issue 24)**

SNET will maintain specific, monthly quality of service measurements which are consistent with those provided in Docket No. 95-03-01. The measurements include reports per hundred lines; switched outage minutes per access; repair appointments met; installation appointments met; installation interval; mean time to repair; repair answer time; and directory assistance answer time.

SNET is developing processes to provide AT&T with a specific report based upon the following DPUC mandated performance standards: (i) repair appointments met; (ii) installation appointments met; (iii) installation interval; and (iv) mean time to repair. This report will allow AT&T to compare the service SNET provides to AT&T with the service SNET provides itself. SNET will provide this report within 60 days of this agreement.. In addition, SNET will work cooperatively with AT&T in developing any additional measures for unbundled services to the extent that there may be such a need.. AT&T and SNET are encouraged to address these issues at the CLEC working group meetings, and may bring them to the department for resolution if no satisfactory agreement is reached.

### **Audit of Performance and Quality Standards (Issue 25)**

SNET will maintain specific, monthly quality of service measurements which are consistent with those provided in Docket No. 95-03-01. The measurements include reports per hundred lines; switched outage minutes per access; repair appointments met; installation appointments met; installation interval; mean time to repair; repair answer time; and directory assistance answer time. SNET is already

subject to financial penalties if it fails to meet these service measurements.

SNET is developing processes to provide AT&T with a specific report based upon the following DPUC mandated performance standards: (i) repair appointments met; (ii) installation appointments met; (iii) installation interval; and (iv) mean time to repair. This report will allow AT&T to compare the service SNET provides to AT&T with the service SNET provides itself. SNET will provide this report within 60 days of this agreement. In addition, SNET will work cooperatively with AT&T in developing any additional measures for unbundled services to the extent that there may be such a need. AT&T and SNET are encouraged to address these issues at the CLEC working group meetings, and may bring them to the department for resolution if no satisfactory agreement is reached.

## **ADDITIONAL ARRANGEMENTS MISDIRECTED PIC CHANGE REQUESTS**

An interexchange carrier ( IEC ) may direct a PIC change request to an NSP based on the NPA-NXX of the end user. In a resale environment, the specified NSP may not, in fact, be the LSP serving the end user. The Parties have agreed, in that event, that the NSP to whom the PIC change request was sent will reject the request, providing to the IEC the identity of the appropriate LSP using the OCN as the identifier.

SNET has implemented the changes to its current Carrier Access Record Exchange ( CARE ) mechanized transmission process in accordance with industry standards as defined by the Ordering and Billing Forum ( OBF ) Subscription Committee.

## **OUT SERVICE NOTIFICATION FEED**

In accordance with the procedures established by the CLEC Working Group, the Parties agree to provide notification to each other, including the four data elements (activity type, date, working telephone number, disconnect date), when an end user s local service (provided by a CLEC via resale) is disconnected from the NSP s network.

SNET shall work in good faith to implement a mechanized transmission process in accordance with industry standards and the Connecticut CLEC Working Group.

SNET recognizes the industry target for implementation is First Quarter 1997.

## **BRANDING (Issue 26)**

AT&T shall provide the exclusive interface to AT&T customers in connection with the marketing, offering or provision of AT&T services, except as AT&T shall otherwise specify. In those instances where AT&T requires SNET personnel to interface directly with AT&T customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as representing AT&T, and not identify themselves as representing SNET. All forms, business cards or other

business materials furnished by SNET to AT&T's customers shall be subject to AT&T's prior review and approval and such review shall not be unreasonably withheld. In no event shall SNET personnel acting on behalf of AT&T provide information to AT&T local service customers about SNET products or services.

On a first come, first served basis, limited only by operational difficulties, if SNET is out on the premises of an AT&T customer, SNET will provide the AT&T customer, where applicable, an AT&T branded installation/repair service card. SNET will follow its own standard procedures for leaving such information.

## **TRAINING OF PERSONNEL**

SNET shall provide training for all SNET employees who may communicate, either by telephone or face to face, with AT&T customers during the provisioning process.

AT&T shall provide the necessary training to all AT&T personnel who are responsible for interfacing with SNET on behalf of AT&T's end users.

## **PUBLISHING AND LISTINGS**

### **DIRECTORY LISTINGS REQUIREMENTS**

SNET shall make available to AT&T, non-discriminatory access to its telephone number and address directory listings services ( Directory Listings ), under the following terms and conditions:

SNET shall provide all primary listings and other listings, including any additional and foreign listings, at least in parity with the listings SNET offers to its own retail customers, for AT&T to offer its own customers.

SNET will include AT&T's end user listings in the SNET Directory Assistance Database to the same extent it includes such information for its own customers.

SNET and AT&T will work cooperatively on issues concerning lead time, timeliness, format and content of listing information.

SNET shall provide, at no charge to AT&T, the same listings ( including

customer options) and delivery and recycling services for each AT&T customer as it provides for SNET customers at no charge. SNET will maintain its Subscriber List Information, as defined in 47 U.S.C. 222(f)(3), for AT&T customers as it does for itself.

SNET shall deliver local telephone directories to AT&T's customers free of charge. SNET shall deliver telephone directories to AT&T's end users at parity with its delivery criteria and schedule to SNET customers.

All operational information and schedules have been provided to AT&T in the CLEC Guide. SNET shall provide changes and additions to directory listing information contained in the CLEC Guide at the same time at which it provides such information to itself. The parties agree to work cooperatively to address additional issues and questions as they may develop.

In consideration for SNET's agreement to the above activities, (i) SNET will not share with AT&T its revenues, including but not limited to revenues received from White and Yellow Pages advertising and (ii) AT&T will not charge SNET for the use of its end users' primary White and Yellow Page listings. AT&T agrees to the same directory publishing liability limitation that SNET provides to its own end users.

SNET agrees to provide to AT&T upon request subscriber list information as defined in 47 U.S.C. 222(f)(3), on a timely and unbundled basis under nondiscriminatory and reasonable rates, terms, and conditions for the purpose of publishing directories in any reasonable and technically feasible format agreed to by the parties.

## **DIRECTORY LISTING INFORMATION INPUT**

AT&T agrees to use USOF formatting for the input of Directory Listing Information to SNET. SNET agrees that when standards are finalized by the appropriate Industry Standards Bodies (e.g., OBF, TCIF) for the required interface specifications for Directory Listing Information that SNET will work cooperatively with AT&T to implement as expeditiously as possible such processes and system(s) modification as necessary to allow AT&T to place orders using such interface standards.

## **CUSTOMER SERVICE GUIDE (Issues 27 & 28)**

The rates for the customer guide pages are currently provided pursuant to tariffs that have been approved by the Department.

If AT&T purchases SNET customer guide pages in its directory in accordance with the terms of its tariffs, SNET agrees to include AT&T within the table of contents. SNET agrees to remove all references to SNET service numbers on the page that contains the table of contents.

## **LAW ENFORCEMENT**

It is the responsibility of AT&T to inform state and federal agencies that it is authorized to provide local exchange service in CT and to work directly with the appropriate law enforcement agencies in order to meet its obligations per the DPUC Docket No. 94-10-02. AT&T shall deal directly with these agencies to provide, for example, its security personnel contact names and numbers, services, features and functionalities of such services, timing and locations for market entry and NXXs assigned to it. SNET shall cooperate with AT&T to allow AT&T to provide these agencies access to and information relating to the SNET network as it relates to AT&T's customers to the same extent it does when its own end user customers are involved. For example, SNET shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities. SNET shall immediately notify AT&T if the request comes to SNET. Upon AT&T request, SNET shall provide line checks for illegal wiretaps.

## **ESCALATION/QUARTERLY REVIEW**

To ensure smooth and effective operation of this Agreement including all processes the Parties have agreed to engage in pursuant to this Agreement, the Parties will meet on a quarterly basis to discuss and review the performance and mutual efforts of the Parties under this Agreement, as well as the implementation of processes pursuant to this Agreement. These reviews shall be attended by senior management of both companies and shall be designed both to review performance and uncover areas which may be of concern to either Party and design methods or processes to address those areas.

If either Party believes that the other Party is not cooperating in good faith,

that party may notify the other Party to that effect in writing. If the issue is not resolved to the satisfaction of the concerned Party within 30 days of receipt of such notice, that Party may escalate the issue by written notice to senior management, or raise such issue in writing in a quarterly review to the extent that such a review occurs during the relevant time period.

To the extent the resolution has not been obtained within 30 days of receipt of such written escalation notice, that Party may petition the Department to resolve the dispute. The petitioning Party shall provide the other Party with timely service of its petition. The petition shall contain a statement of the matter at issue, and a request for a technical meeting on a timely basis at which the issue can be fully addressed before one or more commissioners of the Department. To the extent that satisfactory resolution is still not obtained, the Parties agree that they will at the technical meeting work out a mutually agreed upon schedule, subject to the approval of and consistent with the schedule of the Department, including such hearing and briefs as may be required to ensure timely resolution of the matter.

### **GOVERNING LAW (Issue 30)**

This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Connecticut other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect.

### **GOVERNMENTAL COMPLIANCE (Issue 30)**

Each Party shall perform this Agreement in compliance with all applicable federal, state, county, and local laws, regulations, government agency orders or decisions and codes. AT&T and SNET 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 (i) its failure or failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or SNET to perform any material terms of this Agreement, the Parties shall attempt

to renegotiate in good faith such mutually acceptable new terms as may be required. In the event that the FCC and/or the DPUC hereafter modifies their rules regarding local competition or adopts new rules, the Parties will attempt to implement such new or modified rules as part of this Agreement and will modify this Agreement as necessary for that purpose.

### **SEVERABILITY (Issue 30)**

Without limiting the provisions of Section 21 [Governmental Compliance] hereof, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, unless such construction would be unreasonable. The entire Agreement shall be construed, as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly, provided, however, that in the event such invalid or unenforceable provision or provisions are material elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

### **NO CONSEQUENTIAL DAMAGES (Issue 30)**

EXCEPT AS MAY BE OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (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.

EACH PARTY SHALL BE RESPONSIBLE ONLY FOR THE SERVICE(S) AND FACILITY(IES) WHICH ARE PROVIDED BY THAT PARTY, ITS AUTHORIZED AGENTS, SUBCONTRACTORS, OR OTHERS RETAINED BY SUCH PARTY, AND NEITHER PARTY SHALL BEAR ANY RESPONSIBILITY TO THE OTHER PARTY'S CUSTOMERS FOR THE SERVICE(S) AND FACILITY(IES) PROVIDED TO SUCH CUSTOMERS BY THE OTHER PARTY, ITS AGENTS, SUBCONTRACTORS, OR OTHERS RETAINED BY SUCH PARTY.

### **NOTICES (Issue 30)**

All notices, demands, requests, elections and other communications herein provided to be given or which may be given by one Party to the other Party (collectively Notice ) shall be made in writing and, except as otherwise provided herein, shall be deemed to have been duly given when received. If hand-delivered, any such Notice shall be deemed to have been received on the business day received; if sent by registered mail, return receipt requested, the date of receipt; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile, followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile; and in all cases shall be addressed as follows :

[Title]	Manager - Contracts
AT&T	SNET
Street	530 Preston Avenue
City, State, Zip	Meriden, CT 06450
Telephone	Telephone: (203) 634-6383
Facsimile	Facsimile: (203) 634-4812

The address to which such Notice may be given by either Party may be changed by written Notice given by such Party to the other Party pursuant to this Section. All Notices sent hereunder, whether by mail, courier or personal delivery, shall be sent return receipt requested.

### **REGULATORY MATTERS (Issue 30)**

Each Party shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals for which the other Party is responsible.

In the event that either Party is required by any governmental authority to file a tariff or make another similar filing in the connection with the performance of any action that would otherwise be governed by this Agreement, that Party shall take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations on that Party that are as close as possible to those provided in this Agreement and preserves for the other Party the full benefit of the rights otherwise

provided in this Agreement. In no event shall SNET file any tariff that purports to govern local service, network elements or conditions set forth in this Agreement that is inconsistent with the terms and conditions set forth in this Agreement.

### **INDEPENDENT CONTRACTOR (Issue 30)**

Each Party to this Agreement is an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and each Party and its subcontractors retain full control over the employment, direction, compensation and discharge of all their employees assisting in the performance of such obligations. Each Party and its subcontractors will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding or payment of all applicable federal, state and local income taxes, 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 and its subcontractors have the sole authority and responsibility to hire, fire and otherwise control their own employees.

### **CERTAIN STATE AND LOCAL TAXES (Issue 30)**

Any state or local excise, sales or use taxes (excluding any taxes on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law even if the obligation to collect and remit such taxes is placed on the other party. Any such taxes shall be billed as separate items on applicable billing documents between the Parties. To the extent permitted by applicable law, the Party obligated to pay such taxes may contest the same in good faith and shall be entitled to the benefit of any refund, provided that such Party cannot permit any lien to exist on the assets of the other Party by reason of any such contest. The Party obligated to collect and remit shall cooperate in any such contest with the other Party.

### **NON-ASSIGNMENT; SUBCONTRACTING (Issue 30)**

Neither Party may assign or transfer this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement (or any rights or obligations hereunder) without the

consent of the other Party to a majority owned and controlled subsidiary or affiliate or an affiliate under its common majority control or an entity acquiring all of its assets or equity, provided that the performance of any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

Neither Party may subcontract the performance of any obligation under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. If any obligation is performed through a subcontractor, the subcontracting Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and shall remain solely responsible for payments due its subcontractors. No contract, subcontract or other agreement entered into by either Party with any third party in connection with the services furnished hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

#### **AMENDMENTS; WAIVERS (Issue 30)**

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, shall 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 either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall be construed as a continuing or future waiver of such term, condition, right or privilege.

#### **NONEXCLUSIVE REMEDIES (Issue 30)**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

#### **NO THIRD-PARTY BENEFICIARIES (Issue 30)**

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.

### **SURVIVAL OF OBLIGATIONS (Issue 30)**

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, Confidentiality, Limitations on Liability, and any other provisions of this Agreement which, by its very terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

### **EXECUTED IN COUNTERPARTS (Issue 30)**

This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

### **TABLE OF CONTENTS AND HEADINGS (Issue 30)**

The Table of Contents, Titles and Headings of Articles and Sections of this Agreement have been inserted for the convenience of reference only, and are not to be considered a part hereof, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

### **AUTHORITY (Issue 30)**

AT&T and SNET each represent that they have the power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each Party.

### **ADDITIONAL CONTRACT LANGUAGE (Issue 30)**

The Parties agree to work cooperatively to resolve other general contract language within a reasonable period of time that will be incorporated into the arbitration award. If agreement can not be reached within a reasonable period of time the Parties may petition the Department to resolve any unresolved issue.

*In witness whereof, the Parties have executed this Agreement through its authorized representatives.*

AT&T COMMUNICATIONS  
OF NEW ENGLAND, INC.

THE SOUTHERN NEW ENGLAND  
TELEPHONE COMPANY

By:

By:

Name

Name

Title

Title

Date

Date