

frontier®

Frontier Corporation

PUBLIC SERVICE  
COMMISSION  
Legal Services  
RECEIVED

180 South Clinton Avenue  
Rochester, NY 14646-0700  
716-546-7823 fax

98 DEC 17 PM 2:00

SECRETARY'S OFFICE  
ALBANY, N.Y.

December 15, 1998

Honorable Debra Renner  
Acting Secretary  
New York State Department of Public Service  
3 Empire State Plaza  
Albany, NY 12223-1350

**RE: Interconnection Agreement between Frontier Telephone of Rochester, Inc.  
and Nextel of New York, Inc.**

Dear Secretary Renner:

In accordance with Section 252(e) of the Telecommunications Act of 1996 (the "Act"), **Frontier Telephone of Rochester, Inc. ("FTR")** is herewith filing an Interconnection Agreement effective as of February 1, 1998 between FTR and **Nextel of New York, Inc. ("Nextel")**, governing interconnection arrangements in the Rochester LATA. This Agreement is submitted for Commission approval under Sections 252(e)(1) and (e)(2).

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

Pursuant to the Commission's Notice of Procedures issued June 14, 1996, copies of this Agreement and this letter are being served on all active parties in Cases 95-C-0657 and 93-C-0103, as well as all telecommunications carriers from which FTR has received a request for interconnection, services or network elements pursuant to 47 U.S.C. Section 252.

Honorable Debra Renner

December 15, 1998

Page 2


Nextel of New York, Inc. is represented by:

Robert Edgerly  
Nextel Communications, Inc.  
1768 Old Meadow Road  
McLean, VA 22102

If you have any questions regarding this matter, please feel free to call me at (716)

777-7270.

Very truly yours,



Gregg C. Sayre  
General Attorney

GCS:hmj

Attachment (original +5 copies)

cc: Active Party List in Loop Resale and Open Market Plan proceedings (attached)  
Service List for Interconnection Agreements (attached)

**FRONTIER TELEPHONE OF ROCHESTER, INC.**  
**SERVICE LIST FOR**  
**INTERCONNECTION AGREEMENTS WITH OTHER COMPANIES**  
**(As of 12/14/98)**

**Companies that order out of the  
wholesale tariff:**

Michael Nisiotis

**AT&T**

Suite 2000  
32 Avenue of the Americas  
New York, NY 10013

~~Maureen Swift~~ (11/11/98)

**ACC**

400 West Avenue  
Rochester, NY 14611

Myron Stein

**Cellular One**

2910 Erie Blvd. East  
Syracuse, NY 13224

Kevin Dickens

**ChoiceOne Communications**

333 West Commercial St  
East Rochester, NY 14445  
716-246-4231

Matt Malone

**Easy Phone, Inc.**

8625 West Sahara Ave  
Las Vegas, NV 89117  
702-228-6663

Tom Day

**EZNet**

Suite 1119  
25 Franklin Street  
Rochester, NY 14604

Pat Heveron

**Frontier Communications of Rochester**

600 Frontier Center  
Rochester, NY 14646

Barbara Shever

**Intermedia**

3625 Queen Palm Drive  
Tampa, FL 33619  
813-829-2411

Richard Fipphen (*+ on Loop Resale*)

**MCI Metro**

Five International Drive  
Rye Brook, NY 10573-1095

Gary Ball (*+ on Loop Resale*)

**MFS Worldcom**

Regulatory  
33 Whitehall Street  
15th Floor  
New York, NY 10004

Gaylyn Moen

**Moen Consulting**

100 South Palm Ave  
Palatka, FL 31277  
(*On behalf of Marathon Metro*)

Akira Oyama

**NexTEL Communications**

1768 Old Meadow Road  
McLean, VA 22102

J.T. Ambrosia

**PaeTec Communications**

290 Woodcliff Drive  
Fairport, NY 14445  
716-340-2500

Tom Cargal

**1-800-Reconex**

1600 Pacific Ave  
Suite 2700  
Dallas, TX 75201  
214-871-2038 ext.3150

Gary Polisseni  
**Robtel**  
Suite 2278  
349 W. Commercial Street  
East Rochester, NY 14445

Jim Propst  
Interconnection Manager  
**Sprint PCS**  
4800 Main St, 4th floor  
Kansas City, Missouri 64112  
816-559-5064

Carolyn Kalbfus  
**Teligent**  
8065 Leesburg Pike  
Suite 400  
Vienna, Virginia 22182

Frank Savino  
**Timely Information Corporation**  
207 Cranford Ave  
Cranford, NJ 07016  
716-723-2929

Robert Bailey  
**UCN**  
VP Strategic Technologies  
1050 Pittsford-Victor Road  
Pittsford, NY 14534

Anthony Cagley  
**US Telecommunications**  
5251 110th N #105  
Clearwater, FL 33760  
813-505-9974

---

**OPEN MARKET PLAN SERVICE LIST  
(Cases 93-C-0103 and 93-C-0033):**

Penny Rubin, Esq.  
Y. Carolyn Duffy, Esq.  
**NYS Dept. of Public Service**  
Three Empire State Plaza  
Albany, NY 12223-1350

Jack Davidson  
Director of Administration  
**EMI Communications Corporation**  
5015 Campuswood Drive  
East Syracuse, NY 13057

Kathleen A. Carrigan, Esq.  
Anne U. MacClintock, Esq.  
**Southern New England Telephone Co.**  
227 Church Street  
New Haven, CT 06510

David Mintz, Esq.  
**Communications Workers of America**  
80 Pine Street / 33rd Floor  
New York, NY 10005

**Rochester Public Library**  
Business & Social Services Division  
115 South Avenue  
Rochester, NY 14604

Jaclyn Brilling  
Deputy Counsel  
**Commission on Cable TV**  
Corning Towers, 21st Floor  
Three Empire State Plaza  
Albany, NY 12223

David B. Jeppsen, Esq.  
Albert H. Kramer, Esq.  
**Keck, Mahin & Cate**  
1201 New York Avenue, N.W.  
Washington, DC 20005

Debra L. Lagapa, Esq.  
Laura F. H. McDonald, Esq.  
**Counsel for Ogden Tel, NewOp Comm.**  
Levine, Blaszek, Block & Boothby  
1300 Connecticut Ave., NW / Suite 500  
Washington, DC 20036-1703

I. C. Shah, President  
**ICS/Executone Telecom, Inc.**  
125 Highpower Road  
Rochester, NY 14623

Lesley Douglass Webster  
Deirdre Henderson, Esq.  
**Dept. of Economic Development**  
One Commerce Plaza  
Albany, NY 12245

Harry Gildea  
**Snavelly, King & Associates**  
1220 L Street, N.W.  
Suite 410  
Washington, DC 20005

Cecil O. Simpson, Jr., Esq.  
James E. Armstrong, Esq.  
**Office of the Judge Advocate Gen.**  
Dept. of the Army - Litigation Ctr  
901 North Stuart Street  
Arlington, VA 22203-1837

Joanne Sarg  
**Pacific Bell Legal Dept.**  
Room 1505  
140 New Montgomery Street  
San Francisco, CA 94105

Peter A. Rohrbach, Esq.  
Linda L. Oliver, Esq.  
**Hogan & Hartson**  
Columbia Square  
555 Thirteenth Street, N.W.  
Washington, DC 20004-1109

Ronald Boillat  
**Genesee Telephone Company**  
Cellular One  
3144 Winton Road South  
Rochester, NY 14623

Patricia D. Kratvin  
**Economics & Technology, Inc.**  
One Washington Mall  
Boston, Massachusetts 02108

Joseph Popolizio  
44 Electric Avenue  
Rochester, NY 14613

Lee Selwyn  
Susan Baldwin  
**Economics and Technology, Inc.**  
One Washington Mall  
Boston, Massachusetts 02108

Doreen Unis, Esq.  
Leonard Singer, Esq.  
**Couch, White, Brenner, Howard  
& Feigenbaum**  
540 Broadway  
Albany, NY 12203

B. P. Oliverio  
**Sullivan, Benatovich, Oliverio  
& Trimboli**  
600 Main Place Tower  
Buffalo, NY 14202-3706

Meg Talley  
**Cellular Telephone Company**  
15 East Midland Avenue  
Paramus, NJ 07652-2936

Thomas D'Ambrosia  
**NYS Dept. of Public Service**  
c/o Rochester Gas & Electric Corp.  
89 East Avenue  
Rochester, NY 14649

Scott Brown  
Holly Harrison  
**Conflict Management Group**  
20 University Road  
Cambridge, Massachusetts 02138

John T. Pattison, Esq.  
**Harter, Secrest & Emery**  
700 Midtown Tower  
Rochester, NY 14604-2070  
Victor A. Rumundo, Esq.  
**Blabey & Sheehan**  
One KeyCorp Plaza  
Suite 1100  
Albany, NY 12207

Eric Niermeyer  
**NewOp Communications Corp.**  
21 West Avenue  
Spencerport, NY 14559

**Honorable Debra Renner**  
**Assistant Secretary**  
**NYS Dept. of Public Service**  
**Three Empire State Plaza**  
**Albany, NY 12223-1350**

Clifford H. Wilson, Esq.  
**Hiscock & Barclay**  
Financial Plaza  
P.O. Box 4878  
Syracuse, NY 13221

Honorable Judith A. Lee  
Administrative Law Judge  
**NYS Dept. of Public Service**  
Three Empire State Plaza  
Albany, NY 12223

**PLUS COPY TO ALL ON  
THE CURRENT LOOP  
RESALE SERVICE LIST  
(Case 95-C-0657), (see NYPSC  
Home page),**

Glen Stover, Esq.  
**AT&T**  
3033 Chain Bridge Road  
Room 3-D  
Oakton, VA 22185

**Plus Courtesy Copies to:**

Robert W. Crandall  
Senior Fellow  
**The Brookings Institution**  
1775 Massachusetts Avenue, N.W.  
Washington, DC 20036

Frank Miller, Esq.  
**Huber, Lawrence & Abell**  
605 Third Avenue  
27th Floor  
New York, NY 10158

Edward Kresky  
10 Wet 66th Street  
New York, NY 10023-6240

Alfred E. Kahn  
**Nat'l Economic Research Assoc, Inc.**  
308 North Cayuga Street  
Ithaca, NY 14850

Mr. John Alden  
**Telecommunications Reports**  
1333 H Street, N.W.  
11th Floor  
Washington, DC 20005

Cases 95-C-0657, 94-C-0095, 91-C-1174,  
96-C-0036, and 98-C-1357  
ACTIVE PARTY LIST  
(As of 10/7/98 - From NYPSC Website)

~~MAUREEN A. SWIFT~~ (11/11/98)

~~AGC NATIONAL~~  
~~400 West Avenue~~  
~~Rochester, New York 14611~~  
~~Phone: 716-987-3227~~  
~~Fax: 716-987-3045~~  
~~E-mail: mswift@acccorp.com~~

ALLAN C. HUBBARD  
ACCESS NETWORK SERVICES, INC.  
300 West Service Road  
P. O. Box 10804  
Chantilly, VA 22021  
Phone: 703-478-5980  
Fax: 703-478-5757

TIM CARNEY  
ALLTEL  
50 Executive Parkway  
Hudson, OH 44236  
Phone: 330-650-7405  
Fax: 330-650-7148

DARRELL MENNENGA  
ALLTEL TELEPHONE SERVICES  
CORPORATION  
One Allied Drive  
Little Rock, Arkansas 77203  
Phone: 501-905-5651  
Fax: 501-905-5679

HARRY M. DAVIDOW  
BILL SALVATORE  
LEE GLOBERSON  
AT&T CORPORATION  
32 Avenue of the Americas  
Room 2700  
New York, New York 10013

ROBERTA HERSHEY  
ROBERT MULVEE  
AT&T CORPORATION  
32 Avenue of the Americas  
New York, New York 10013

PALMER & DODGE, LLP  
One Beacon Street  
Boston, MA 02108-3190  
Fax: 617-227-4420  
JEFFREY JONES  
Phone: 617-573-0246  
KENNETH W. SALINGER  
Phone: 617-573-0561

LEO MAESE  
CABLEVISION LIGHTPATH, INC.  
111 New South Road  
Hicksville, New York 11801  
Phone: 516-393-3402  
Fax: 516-393-0455

MS. CHERIE R. KISER  
MS. JENNIFER A. PURVIS  
CABLEVISION LIGHTPATH  
Mintz, Levin, Cohn, Ferris,  
Glovsky and Popeo, P.C.  
701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
Phone: 202-434-7300  
Fax: 202-434-7400

JOHN T. NASCI  
CITIZENS TELECOM  
137 Harrison St.  
Johnstown, NY 12095  
Phone: 518-773-6777  
Fax: 518-773-8814

AMY M. GILCHRIST  
CITIZENS TELECOM  
3 High Ridge Park  
Stamford, CT 06905  
Phone:  
Fax:

**GREGG SAYRE**  
**FRONTIER TELEPHONE OF**  
**ROCHESTER**  
180 South Clinton Avenue  
Rochester, New York 14646  
Phone: 716-777-7270  
Fax: 716-546-7823  
e-mail: GSayre@  
Frontiercorp.com

**MICHAEL NIGHAN**  
**FRONTIER INTERNATIONAL**  
180 South Clinton Avenue  
Rochester, New York 14646-  
0995  
Phone: 716-777-8456  
Fax: 716-232-3646

**JANET LIVENGOOD**  
**HYPERION TELECOMMUNICATIONS**  
DDI Plaza Two  
500 Thomas Street  
Suite 400  
Bridgeville, PA 15017-2838  
Phone: 412-221-1888  
Fax: 412-221-6642

**TOM MOORMAN**  
**KRASKIN & LESSE**  
2120 L Street, NW  
Suite 520  
Washington, D.C. 20037  
Phone: 202-296-8890  
Fax: 202-296-8893

**NY CLEARING HOUSE ASSOCIATION**  
**LAURA MCDONALD**  
**LEVINE, BLASZAK, BLOCK &**  
**BOOTHBY**  
2001 L Street NW  
Suite 900  
Washington, D.C. 20036  
Phone: 202-857-2550  
Fax: 202-223-0833

**HEATHER A. TROXELL**  
**LCI INTERNATIONAL TELECOM**  
**CORP.**  
4250 Fairfax Drive  
Arlington VA 22203  
Phone: 703-363-4826  
Fax: 703-363-4404  
E-Mail: Troxellh@LCI.com

**FRANCES A. MARTENS**  
**JOE GILLAN**  
**LD DS WORLDCOM**  
300 Ocean Avenue  
Revere, MA 02151  
Phone: 781-286-6010  
Fax: 781-286-6051

**BRIAN FITZGERALD**  
**LEBOEUF, LAMB, GREENE & MACRAE**  
One Commerce Plaza  
Suite 2020  
Albany, New York 12210-2820  
Phone: 518-465-1500  
Fax: 518-465-1585

**DAVID POE**  
**LEBOEUF, LAMB, GREENE & MACRAE**  
1885 Connecticut Avenue N.W.  
Washington, DC 20009-5728  
Phone: 202-986-8000  
Fax: 202-986-8102

**RICHARD FIPPEN**  
**MCI TELECOMMUNICATIONS CORP.**  
Five International Drive  
Rye Brook, New York 10573  
Phone: 914-312-2111  
Fax: 914-312-2287  
e-mail: 394-0565@mcimail.com

**MCI TELECOMMUNICATIONS CORP.**  
**MICHAEL WHITEMAN**  
**WHITEMAN OSTERMAN & HANNA**  
One Commerce Plaza  
Albany, New York 12260  
Phone: 518-487-7738  
Fax: 518-487-7777  
e-mail: 614-9110@mcimail.com



ROBERT L. SILLS  
REBOUL, MacMURRAY, HEWITT,  
MAYNARD & KRISTOL  
45 Rockefeller Plaza  
New York, NY 10111  
Phone: (212) 841-5700  
Fax: (212) 841-5725

JEFFREY HOAGG  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-486-5619  
Fax: 518-474-5616

GARY BALL  
MFS COMMUNICATIONS COMPANY,  
INC.  
33 Whitehall Street  
Suite 1600  
New York, NY 10004  
Phone: 212-843-3056  
Fax: 212-843-3060

DENNIS TARATUS  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-486-2828  
Fax: 518-474-5616

DOUGLAS ELFNER  
NEW YORK STATE CONSUMER  
PROTECTION BOARD  
5 Empire State Plaza  
Albany, New York 12223-1556  
Phone: 518-486-6532  
Fax: 518-473-7482

TIM ZAKRISKI  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-474-4502  
Fax: 518-486-5727

CHARLIE DONALDSON  
NEW YORK STATE DEPARTMENT OF  
LAW  
120 Broadway  
New York, NY 10271  
Phone: 212-416-8334  
Fax 212-416-6003

CHARLES REUBENS  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-474-8053  
Fax: 518-474-8238

CHARLES C. DEVOE  
NEW YORK STATE EDUCATION  
DEPARTMENT  
One Commerce Plaza  
Albany, New York 12260  
Phone: 518-486-5832  
Fax: 518-474-2004

RICHARD SCHULER  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-486-2642  
Fax: 518-474-6966

KATHLEEN BURGESS  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-474-4536  
Fax: 518-473-7081

**YVES ISAAC**  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
One Penn Plaza  
New York, New York 10119  
Phone: 212-290-4354  
Fax: 212-290-4362

**DANA FRIX**  
**SWIDLER & BERLIN**  
3000 K Street, N.W.  
Suite 300  
Washington, D.C. 20007  
Phone: 202-424-7662  
Fax: 202-424-7645

**PATRICIA CURRAN**  
**KEVIN HIGGINS**  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
Three Empire State Plaza  
Albany, New York 12223-1350  
Phone: 518-486-2831  
Fax: 518-474-5616  
NEW YORK STATE DEPARTMENT OF

**IRENE WALDORF**  
**TACONIC TELEPHONE CORPORATION**  
One Taconic Place  
Chatham, New York 12037  
Phone: 518-392-1222  
Fax: 518-392-1290  
e-mail: iwaldorf@taconic.net

**MICHAEL ROWLEY**  
NEW YORK STATE DEPARTMENT OF  
PUBLIC SERVICE  
One Penn Plaza  
New York, New York 10119  
Phone: 212-290-4260  
Fax: 212-290-4259

**TAD DIESEL**  
**TCI - NE REGION REGULATORY**  
222 New Park Drive  
Berlin, Connecticut 06037  
Phone: 860-505-3309  
Fax: 860-505-3352  
e-mail: dieseltad@etcinc.com

**PETER ARMENT**  
NEW YORK STATE OFFICE OF  
GENERAL SERVICES  
DIVISION OF TELECOMMUNICATIONS  
Empire State Plaza  
Corning Tower - 27th Floor  
Albany, New York 12242  
Phone: 518-474-8127  
Fax: 518-473-7145

**WILLIAM R. ALLAN**  
**NEW YORK TELEPHONE COMPANY**  
158 State Street  
Room 1000A  
Albany, NY 12207  
Phone: 518-396-1001  
Fax: 518-465-8488

**ROBERT ZINNECKER**  
**ROBERT PUCKETT**  
NEW YORK STATE  
TELECOMMUNICATIONS  
ASSOCIATION, INC.  
Suite 650  
100 State Street  
Albany, New York 12207  
Phone: 518-443-2700  
Fax: 518-443-2810

**JOSEPH POST**  
**LOUISE MCCARREN**  
**THOMAS FARRELLY**  
**NEW YORK TELEPHONE COMPANY**  
1095 Avenue of the Americas  
New York, New York 10036  
Phone: 212-395-6509 (Post)  
Phone: 212-395-3364  
(McCarren)  
Phone: 212-395-6181  
(Farrelly)  
Fax: 212-768-7568

**PETER KAROCZKAI**  
**NEW YORK TELEPHONE COMPANY**  
222 Bloomingdale Road  
White Plains, New York 10605  
Phone: 914-644-4844  
Fax: 914-686-1168

**KEITH J. ROLAND**  
**ROLAND, FOGEL, KOBLENZ & CARR**  
One Columbia Place  
Albany, New York 12207  
Phone: 518-434-8112  
Fax: 518-434-3232

**CHRISTOPHER COATES**  
**JEFF PALLONE**  
**NEW YORK TELEPHONE COMPANY**  
1095 Avenue of the Americas  
New York, New York 10036  
Phone: 212-395-3793

**CHARLES B. STOCKDALE (11/16/98)**  
**RICHARD ALTERI**  
**THE CABLE TELEVISION AND**  
**TELECOMMUNICATIONS ASSOC. OF**  
**NEW YORK, INC.**  
80 State Street / 10th Floor  
Albany, New York 12207  
Phone: 518-463-6676  
Fax: 518-463-0574

**JONATHAN SMITH**  
**NEW YORK TELEPHONE COMPANY**  
222 Bloomingdale Road  
White Plains, New York 10605  
Phone: 914-644-4883  
Fax: 914-997-8069

**ROCHELLE JONES**  
**TIME WARNER COMMUNICATIONS**  
**HOLDINGS, INC.**  
290 Harbor Drive  
Stamford, CT 06902  
Phone: 203-328-4002  
Fax: 203-328-4008

**WAYNE THOMAS**  
**PATTERSONVILLE TELEPHONE**  
**COMPANY**  
277 Main Street  
Rotterdam Junction, New York  
12150  
Phone: 518-887-2121  
Fax: 518-887-3299

**KEN PROHONIAK**  
**CRAIG DINGWALL**  
**KAREN SISTRUNK, ESQ.**  
**SPRINT COMMUNICATIONS COMPANY,**  
**L.P.**  
1850 "M" Street, N.W.  
Suite 1110  
Washington, D.C. 20036  
Phone: 202-828-7455  
Fax: 202-828-7403

**MICHAEL REED**  
**TDS TELECOM**  
7 1/2 Depot Square  
Northfield, Vt. 05663  
Phone: 802-485-2924  
Fax: 802-485-4853

**PAUL KOUROUPAS (11/11/98)**  
**AT&T LOCAL SERVICES**  
**(TELEPORT COMMUNICATIONS GROUP)**  
2 Lafayette Center, Suite 400  
1133 21st Street, N.W.  
Washington, DC 20036  
Fax: 202-739-0044  
Phone: 202-739-0030

**TRUDY RENWICK**  
**PUBLIC UTILITY LAW PROJECT OF**  
**NEW YORK, INC.**  
90 State Street, Suite 601  
Albany, NY 12207  
Phone: 518-449-3375, Ext 16  
Fax: 518-449-1769

**ANTONY PETRILLA, ESQ.**  
**SWIDLER & BERLIN, CHARTERED**  
3000 K Street, N.W.  
Suite 300  
Washington, D.C. 20007  
Phone: 202-424-7845  
Fax: 202-424-7645

**WALTER MCGEE**  
**WORKING ASSETS**  
701 Montgomery Street  
4th Floor  
San Francisco, CA 94111  
Phone: 415-732-2084  
Fax: 415-788-1735

**ANDONI ECONOMOU**  
**MANHATTAN TELECOMMUNICATIONS**  
**CORPORATION**  
301 Park Avenue  
East Tower, 19th Floor  
New York, NY 10022  
Phone: 212-759-0577  
Fax: 212-759-0706

**JOSEPH O. KAHL**  
**RAUL DEDHIYA**  
**RCN**  
105 Carneige Center  
Princeton, NJ 08540  
Phone: 609-734-7500  
Fax: 609-734-3784

**JACK DAYAN**  
**ADVANCED AMERICAN TELECOM,**  
**INC.**  
6 Industrial Way West  
Building G  
Eatontown, NJ 07724  
Phone: 732-542-8400 x285  
Fax: 732-542-0586

**AMY DAVIS**  
**HUBER LAWRENCE & ABELL**  
605 Third Avenue  
New York, NY 10158  
Phone: 212-682-6200  
Fax: 212-661-5759  
(For NEXTLINK New York,  
LLC)

**JONATHAN E. CANIS**  
**KELLEY DRYE & WARREN LLP**  
1200 Nineteenth Street, NW  
Suite 500  
Washington, DC 20036  
Phone: 202-955-9664  
Fax: 202-955-9792  
Email: jcanis@kelleydrye.com  
(For Intermedia  
Communications, Inc.)  
(For e.spire Communications,  
Inc.)

**RICHARD J. METZGER**  
**ASSOCIATION FOR LOCAL**  
**TELECOMMUNICATIONS SERVICES**  
888 17th Street, NW  
Suite 900  
Washington, DC 20006  
Phone: 202-969-2587  
Fax: 202-969-2581  
Email: rmetzger@alts.org

**ARTHUR EVANS**  
**FAMILY TELEPHONE NETWORK**  
266 Jericho Turnpike  
Suite F  
Floral Park, NY 11001  
Phone: 516-354-2255  
Fax: 718-434-7766

Added per letter request on  
6/23/98:

Frances Marshall  
U.S. Dept. of Justice  
Antitrust Division  
Telecommunications Task Force  
1401 H Street, N.W.  
Suite 8000  
Washington, DC 20530  
Tel: (202) 307-2130  
Fax: (202) 514-6381

## FRONTIER TELEPHONE OF ROCHESTER INTERCONNECTION AGREEMENT 1998

This Frontier Telephone of Rochester Interconnection Agreement 1998 (the "Agreement"), effective Dec. 8 1998 (the "Effective Date"), is entered into by and between Nextel of New York, Inc. ("NEXTEL") and Frontier Telephone of Rochester, Inc ("FTR"), to establish the rates, terms and conditions for interconnection under Section 251(c)(2) of the Telecommunications Act of 1996.

WHEREAS, the parties wish to interconnect their networks at mutually agreed upon points of interconnection to permit origination and termination of calls by customers of FTR and NEXTEL on each other's network.

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 provide other services as required by the Act (as defined below) and additional services as set forth herein.

Now, therefore, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEXTEL and FTR hereby mutually agree as follows:

### PART A -- GENERAL TERMS AND CONDITIONS

#### *Section 1 Definitions*

1.1 "Act" means the Communications Act of 1934 (47 U.S.C 153 (R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Public Service Commission of the State of New York (the "PSC").

1.2 "Affiliate" is As Defined in the Act

1.3 "Applicable Law" means all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunction, judgment, awards, and decrees.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PSC

1.5 "As Described in the Act" means as described in or required by the Act and from time to time interpreted in the duly authorized rules and regulations of the FCC or PSC.

1.6 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" ("Tandems") which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.7 "Commercial Mobile Radio Service" or "NEXTEL" is As Defined in the Act.

1.8 "Commission" means the Federal Communications Commission.

1.9 "Interconnection" is As Described in the Act and refers to the connection of a network, equipment, or facilities, of one carrier with the network, equipment, or facilities of another for the purpose of transmission and routing of Telephone Exchange Service traffic and "Exchange Access" (as such term is defined in the Act) traffic.

1.10 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services.

1.11 "InterLATA Service" is As Defined in the Act.

1.12 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local traffic in this Agreement.

1.13 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.14 "Local Traffic" is defined as traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on the other Party's network within the same MTA. Local Traffic originated by NEXTEL will be handed off to FTR in the LATA for which the call is destined. Local Traffic originated by FTR will be handed off to NEXTEL in the FTR LATA which the call is originated.

1.15 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.16 "Major Trading Area" or "MTA" is defined in 47 C.F.R. paragraph 24.102.

1.17 "Meet Point Billing" means a process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to by the Parties.

1.18 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.19 "Party" means either FTR or NEXTEL and Parties means FTR and NEXTEL.

1.20 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.

1.21 "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, toll-free service access codes (e.g. 800/888), and 900 access and their successors or similar Switched Exchange Access services.

1.22 "Telecommunications" is As Defined in the Act.

1.23 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.24 "Telecommunications Carrier" is As Defined in the Act.

1.25 "Telecommunications Service" is As Defined in the Act.

1.26 "Telephone Exchange Service" is As Defined in the Act.

***Section 2 Interpretation and Construction***

All references to Parts, Sections, Attachments and Annexes shall be deemed to be references to Sections of, and Parts, Attachments and Annexes to this Agreement unless the context shall otherwise require. The headings and numbering of the Sections, Parts, Attachments and Annexes are inserted for convenience of reference only and shall not be construed to define or limit any of the terms herein, or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, any other instrument, statute, regulation, rule or tariff shall be to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of statute, regulation, rule or tariff, to any successor provision).

***Section 3 Scope of this Agreement***

3.1 This Agreement, including all Parts, Sections, Attachments and Annexes, specifies the rights and obligations of each party with respect to the interconnection of their respective networks and any other services set forth herein.

3.2 Each Party shall provide the services pursuant to this Agreement when and where available.

***Section 4 Term and Termination***

4.1 This Agreement shall become binding upon execution by the parties and continue for a period of two years and shall automatically renew for one year periods thereafter unless and until terminated as set forth in Section 4.2 hereof.

4.2 Either Party may terminate the Agreement upon sixty (60) days prior by written notice to the other Party of its intention to terminate this Agreement upon expiration of the initial term or any renewal term hereof.

4.3 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

4.3.1 If such material breach is for non-payment of amounts due hereunder, the breaching party shall cure such breach within thirty (30) days of receiving such notice. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may, at its sole option:

(1) refuse additional applications for any service provided under this Agreement;

(2) refuse to complete any pending orders for any service provided under this Agreement any time thereafter,

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the PSC, to the person designated to receive such notice discontinue the provision of any service provided under this Agreement at any time thereafter and/or,

(4) pursue all available legal and equitable remedies for such breach.

If the non-breaching Party does not refuse additional applications for services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for service without further notice. If the non-breaching Party discontinues provision of the services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of the services upon forty-eight (48) hours further written notice.

4.3.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching party's subscribers, the non-breaching Party shall give notice of the breach with a copy to the PSC, and if the breaching Party shall not cure such breach within thirty (30) days of the giving of such notice, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

4.3.3 If such material breach is for any other failure to perform in accordance with this Agreement which does not adversely affect subscribers of the non-breaching Party, the non-breaching Party shall give notice of the breach, with a copy to the PSC and if the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching party may, at its sole option terminate this Agreement, The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

4.4 Upon termination or expiration of this Agreement in accordance with this Section



(a) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

(b) In the event of any termination under this Section, the Parties agree to provide for an uninterrupted transition of services to each other or another vendor designated by such Party.

**Section 5**                    ***Representations and Warranties***

5.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Section 6**                    ***Covenants***

6.1 Neither Party shall use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users. Upon such impairment, the affected Party shall provide the other Party notice and the other party shall use reasonable efforts to remedy the impairment.

**Section 7**                    ***Charges and Payment***

7.1 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this agreement and in applicable tariffs.

**Section 8**                    ***Regulatory Approvals***

8.1 This Agreement, and any amendment or modification hereof, will be submitted to the PSC for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

8.2 In the event the FCC or the PSC promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the parties shall promptly and in good faith negotiate such revisions as may reasonably be required to comply with such rules, regulations or orders. In the event the parties cannot agree on revisions within thirty (30) days from the date any such rules, regulations or orders become effective, then the parties shall resolve their dispute under the applicable procedures set forth in Section 15 (Dispute Resolution Procedures) hereof.

8.3 The parties acknowledge that any terms of this Agreement were established pursuant to FCC and PSC orders. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the FCC's and PSC's decisions related to the Agreement as permitted by applicable law. By signing this Agreement, the Parties do not waive their right to pursue such a challenge.

**Section 9**

***Indemnification***

9.1 Notwithstanding any limitations in remedies contained in this Agreement, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees), relating to, arising out of or attributable to the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, contractors or others acting in aid of or in concert with the Indemnifying Party in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. The Indemnifying Party's obligation under this Section shall be proportional to the extent of its fault for the loss, cost, claim, liability, damages or expense incurred by the Indemnified Party. The Indemnified Party shall be responsible for that portion of the loss, cost, claim, liability, damage or expense incurred by it that is proportional to its fault for the same.

9.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnified Party, the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit; provided, however, the indemnifying Party shall have the right in its sole discretion to settle any claim, demand or lawsuit.

9.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

**Section 10**

***Limitation of Liability***

10.1 Except for loss, cost, claim, liability, damage and expense alleged or incurred by a customer of either Party, in the case of any loss arising from the gross negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 10 shall be limited to, that portion of the resulting loss, cost, claim, liability, damage or expense caused by its gross negligence or willful misconduct (including that of its agents, servants, contractors or others acting in aid or concert with it). or

10.2 Each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the amount that is or would have been charged to the other Party by such negligent or breaching Party for the specific service(s) or function(s) not performed or improperly performed, and only for the period of time such service or function was not performed or improperly performed.

10.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in (collectively, "Consequential Damages"), connection with or arising from anything said, omitted or done hereunder, even if the other Party has been advised of the possibility of such damages.

**Section 11**      ***Intellectual Property Rights***

11.1 No license under patents, copyrights or any other intellectual property right is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**Section 12**      ***Confidentiality and Publicity***

12.1 Except as otherwise expressly provided in this Section 12, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under any applicable law, including, without limitation, Section 222 of the Act.

12.2 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement shall be deemed the property of the Disclosing Party. Such Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as proprietary by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Information so noticed shall be deemed "Proprietary Information." The following information shall be deemed Proprietary Information, although not marked as such, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information"). Unless Proprietary Information was previously or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as proprietary, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of its use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with section 12.3.

12.3 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to

such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 12.1 with respect to all or part of such requirement. 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 obtain.

12.4 Except for document retention required by law, in the event of the expiration or termination of this Agreement, each Party shall return to the other Party or, upon disclosing Party's request, destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep proprietary and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12.5 Information will not be deemed Proprietary Information if received by a third party without obligation of confidentiality and if publicly available through no fault of the receiving party.

12.6 All Proprietary information shall remain subject to the restrictions in this Section 12 so for a period of five (5) years after disclosure.

**Section 13 Trademarks, Service Marks and Branding**

13.1 Neither Party nor its subcontractors or agents shall publish or use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials, without such Party's prior written consent.

13.2 This section 13 shall confer on neither Party rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party or its Affiliates, except as expressly permitted by that Party.

**Section 14 Audits and Examinations**

14.1 Subject to the terms and conditions of this Section, the restrictions set forth in Section 12 of the General Terms and Conditions and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each party (the "Auditing Party") may audit the other party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement once each year at the conclusion of each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

14.2 Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 15 of the General Terms and Conditions of this Agreement.

14.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

14.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than two percent (2%) of the total amount payable by the Auditing Party during the period covered by the audit.

14.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

14.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the latter of: (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the over-payment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

#### ***Section 15***

#### ***Dispute Resolution Procedures***

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

**Section 16**      ***Responsibility for Environmental Contamination***

16.1 NEXTEL shall in no event be liable to FTR for any costs whatsoever resulting from the presence or release of any environmental hazard that NEXTEL did not introduce to the affected work location. FTR shall, at NEXTEL's request, indemnify, defend, and hold harmless NEXTEL, 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 from (i) any environmental hazard that FTR, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which FTR is responsible under Applicable Law.

16.2 FTR shall in no event be liable to NEXTEL for any costs whatsoever resulting from the presence or release of any environmental hazard that FTR did not introduce to the affected work location. NEXTEL shall, at FTR's request, indemnify, defend, and hold harmless FTR, 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 NEXTEL, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which NEXTEL is responsible under applicable law.

16.3 In the event any suspect materials within FTR-owned, operated or leased facilities are identified to be asbestos-containing, NEXTEL will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such NEXTEL activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by NEXTEL or equipment placement activities that result in the generation of asbestos containing material, NEXTEL shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. FTR agrees to immediately notify NEXTEL if FTR undertakes any asbestos control or asbestos abatement activities that potentially could affect NEXTEL equipment or operations, including, but not limited to, contamination of equipment.

**Section 17**      ***Miscellaneous***

**17.1 Authorization**

17.1.1 FTR is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

17.1.2 NEXTEL is a partnership formed and operating under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

## 17.2 Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction. Each party shall be responsible for obtaining and keeping in effect all FCC, PSC, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC Rules and Regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, Rule or Regulation, are insufficiently clear to be effectuated or which are otherwise subject to Section 8.

## 17.3 Relationship of Parties

It is the intention of the Parties that each be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## 17.4 Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, labor disputes, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 17.4 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by FTR, FTR agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of NEXTEL.

## 17.5 Governing Law

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the PSC Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of New York, without regard to its conflicts of laws principles, shall govern.

## 17.6 Taxes

Any Federal, state or local excise, license, sales, or use taxes (excluding any taxes levied 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 upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its

own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

#### 17.7 Assignment

Any assignment or delegation by either Party to any non-Affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

#### 17.8 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns

#### 17.9 Waivers

17.9.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

17.9.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

17.9.3 Waiver by either Party of any default by the other party shall not be deemed a waiver of any other default.

17.9.4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

#### 17.10 Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:



To NEXTEL:

Bob Edgerly  
Manager, Industry Affairs  
Nextel Communications, Inc.  
1768 Old Meadow Road  
McLean, VA 22102  
Phone: (703)762-7459

To FTR:

Frontier Telephone of Rochester, Inc.  
180 S. Clinton Ave  
Rochester NY 14646  
Attn: Manager - LEC National Accounts

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 17.10.

#### 17.11 No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent NEXTEL from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

#### 17.12 Survival

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, Proprietary Information, Limitation of 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, shall survive cancellation or termination thereof.

#### 17.13 Entire Agreement

This Agreement, including all Parts, Sections, Attachments and annexes and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

#### 17.14 Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

17.15 Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

17.16 Severability

Subject to Section 8 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives.

Nextel of New York, Inc.

Frontier Telephone of Rochester, Inc.

By: 

By: 

Name: Drew Caplan

Name: Maurin Mucci

Title: Vice President, Network Engr.

Title: CEO

Date: November 23, 1998

Date: 12/8/98

**ATTACHMENT I  
INTERCONNECTION**

***Section 1 Local Interconnection Trunk Arrangement***

1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA Toll calls originating on each other's networks as follows:

1.1.1 The Parties shall establish two-way trunks for the exchange of combined Local Traffic and IntraLATA Toll traffic.

1.1.2 Separate two-way trunk groups to be used solely for the transmission and routing of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to NEXTEL.

1.1.3 Separate trunk groups connecting NEXTEL switch to the 911/E911 tandem at the lower of rates specified in applicable contract with NEXTEL or applicable tariff rates.

1.1.4 Separate trunk groups connecting NEXTEL switch to FTR's operator service switch if NEXTEL purchases operator services from FTR to be provided at the lower of rates specified in applicable contract with NEXTEL or applicable tariff rates.

1.1.5 Separate trunk groups connecting NEXTEL switch to FTR's directory assistance switch if NEXTEL purchases directory assistance from FTR to be provided at the lower of rates specified in applicable contract with NEXTEL or applicable tariff rates.

1.1.6 Separate trunk groups to be used solely for the 222 choke network.

1.1.7 If a direct trunk group is under 75 percent of centum call seconds (CCS) capacity on a monthly basis for each month of any six month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. Capacity will be calculated based on the busy hour for the 20 highest volume days in the previous 12 months. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives shall be maintained.

1.1.8 Where NEXTEL interconnects with FTR by purchasing facilities from FTR and these facilities are used for two-way traffic, the applicable recurring charges for such facilities to NEXTEL will be reduced by a percentage equal to the percentage of total traffic which originates on FTR's network and terminates on NEXTEL's network. The Parties agree to review the percentage rate every six months.

**1.2 Interconnection Point ("IP")**

1.2.1 IP means the physical point that establishes the technical interface, which may include a test point, and the operational responsibility associated with the physical transmission facility hand-off between NEXTEL and FTR for the local interconnection of their networks.

1.2.2 NEXTEL and FTR shall designate at least one IP in the LATA in which

NEXTEL originates local traffic and interconnects with FTR. NEXTEL will be responsible for engineering and maintaining its network on its side of the IP. FTR will be responsible for engineering and maintaining its network on its side of the IP.

**Section 2**      ***Reciprocal Compensation***

2.1 Reciprocal Compensation only applies to the transport and termination of Local Traffic billable by FTR or NEXTEL, which a Telephone Exchange Service Customer originates on FTR's or NEXTEL's network for termination on the other Party's network.

2.2 Reciprocal Compensation only applies to local traffic. This arrangement is not applicable to Switched Exchange Access Service or to any other IntraLATA calls originated on a third Party carrier's network on a presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all IntraLATA toll traffic, originating and terminating, shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

2.3 Traffic to Internet Service Providers on either Party's network will be excluded from Reciprocal Compensation and will be treated on a Bill-and-Keep basis.

2.4 The following elements shall be included in Reciprocal Compensation:

2.4.1 "Common Transport" which includes the transmission of local telecommunications traffic from the interconnection point between the two carriers to terminating carrier's end office switch that services the called end user.

2.4.2 "Switching"

2.4.2.1 "Tandem Switching" which includes the switching of local telecommunications traffic at the terminating carrier's tandem switch and related transport.

2.4.2.2 "Local Switching" which includes the switching of local telecommunications traffic at the terminating carrier's end office switch and related transport.

2.5 Until NEXTEL has the ability to record and invoice for Land-to-Mobile transport and termination of Local Traffic, FTR will provide Nextel on a monthly basis a report containing total Land-to-Mobile usage. Nextel will utilize this report to invoice FTR each month.

**Section 3**      ***Transit Service***

3.1 "Tandem Transit Service" means the delivery of certain traffic between NEXTEL and a LEC by FTR over the Telephone Exchange Service Trunks. The following traffic types will be delivered: (i) Local Traffic or IntraLATA Toll originated from NEXTEL to such LEC and (ii) Local or IntraLATA traffic originated from such LEC and terminated to NEXTEL where FTR carries such traffic.

3.1.1 The parties shall compensate each other for Tandem Transit Service as follows:

3.1.1.1 The originating Party shall pay to the transiting Party a transit service charge as set forth in the pricing appendix.

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

3.2 FTR will upon request establish connections between a NEXTEL collocation arrangement established pursuant to applicable tariffs and/or license agreements at a FTR premises and a collocation arrangement of a third Party carrier that maintains a collocation arrangement at the same premises. Applicable tariffed private line rates will apply. NEXTEL may not bypass FTR in connecting to another entity located within an FTR facility.

#### ***Section 4***

##### ***Signaling***

4.1 Signaling Protocol. The Parties will interconnect their networks using out-of-band signaling wherever possible. Common Channel Signaling System 7 ("SS7") provides out-of-band signaling for the trunking between switches in telecommunications carriers' networks, including ISUP for trunk signaling and TCAP for SS7-based features in the interconnection of their networks.

4.2 The Parties will provide SS7 to each other in conjunction with all one-way and two-way trunk groups supporting local, transit, and toll traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of SS7 based features between their respective networks, including all CLASS features and functions deployed in the Parties' respective networks. All SS7 signaling parameters will be provided including ANI, originating line information (OLI), calling party category, charge number.

#### ***Section 5***

##### ***Meet Point Billing Arrangements***

5.1 When required, Meet-Point Billing arrangements between the Parties for jointly provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of a mutually agreeable arrangement which the Parties will work to develop.

#### ***Section 6***

##### ***Responsibilities of the Parties***

6.1 The Parties shall exchange forecasts of their facilities traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. NEXTEL for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to FTR's Tandem Office Switch for the receipt/completion of traffic to any FTR End Office Switches.

6.2 Thirty (30) days after the effective date and each quarter during the term of this Agreement, NEXTEL shall provide FTR with a rolling, six(6) calendar month, non-binding forecast of its trunk and facilities requirements or the Network Elements provided under this Agreement in the form and in such detail as agreed by the parties.

6.3 Each Party is individually responsible to provide facilities within its network which 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.

6.4 Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

6.5 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

6.6 Each Party is responsible for obtaining and administering NXX codes assigned to it.

6.7 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

6.8 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

6.9 Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other party's assigned NXX codes.

6.10 Upon FTR's rollout of Local Number Portability, ("LNP"), it is agreed that each party is responsible for the arrangement of its own dips. In the event a call is passed to FTR undipped, then FTR will, as the default provider, perform the dip at the applicable tariffed rate.

**ATTACHMENT II  
PRICING SCHEDULE**

Reciprocal Compensation  
Aggregate Rate: \$0.009/mou

This Aggregate Rate for Reciprocal Compensation includes both Common  
Transport and Switching Charges specified in section 2.3 above.

Transit Service  
Aggregate Rate \$0.0056/mou

Where not provided herein, FTR rates shall be those set forth in filed tariffs and related documents .