



Legal Services

Gregg C. Sayre
General Attorney
716.777.7270
gsayre@frontiercorp.com

Frontier Corporation

180 South Clinton Avenue
Rochester, NY 14646-0700
716.546.7823 fax

February 10, 1999

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 PaeTec Communications, 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 2, 1999 between FTR and **PaeTec Communications, Inc. ("PaeTec")**, 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
February 10, 1999
Page 2

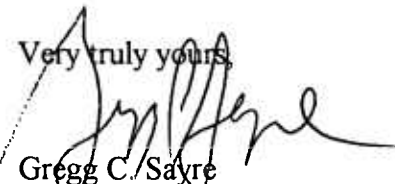
PaeTec Communications, Inc. is represented by:

Daniel J. Venuti, Esq.
General Counsel
PaeTec Communications, Inc.
290 Woodcliff Drive
Fairport, NY 14450

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)

✓ 2/11 45mail

bc: L. Maffett
K. Ozak
D. Yimlos

FRONTIER TELEPHONE OF ROCHESTER INTERCONNECTION AGREEMENT 1999

This Frontier Telephone of Rochester Interconnection Agreement 1999 (the "Agreement"), effective February 2, 1999 (the "Effective Date"), is entered into by and between PaeTec Communications, Inc., (PAETEC), and Frontier Telephone of Rochester (FTR), to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for PAETEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, PAETEC wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and FTR is willing to provide such service; and

WHEREAS, PAETEC wishes to purchase on an unbundled basis network elements, ancillary services and functions and additional features ("Network Elements"), separately, and to use such services for itself or for the provision of its Telecommunications Services to others, and FTR is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the New York Public Service Commission ("PSC").

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, PAETEC 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 a state regulatory agency within its state of jurisdiction.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling Party.

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

1.5 "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.

1.6 "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.

1.7 "Busy Line Verification/Busy Line Verification Interrupt Traffic" or "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.8 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling Party.

1.9 "Central Office Switch" or "Tandems" 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.

1.10 "Commission" means the Federal Communications Commission.

1.11 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to, Automatic Call Back, Call Trace, Caller Identification, Call Return and future CCIS-based offerings.

1.12 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated at its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For the purposes of Collocation, the "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation will be "physical", whereby the Collocating Party installs and maintains its own equipment in the Housing Party's premises.

1.13 "Common Channel Interoffice Signaling" or CCIS" means the signaling system developed for the use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.14 "Customer" means a third Party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.15 "Dialing Parity" is As Defined in the Act.

1.16 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.17 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.18 "Exchange Access" is as Defined in the Act.

1.19 "Information Services" is As Defined in the Act.

1.20 "Information Services Traffic" mean Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provider over a Party's information services platform (e.g. 974).

1.21 "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 traffic.

1.22 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.23 "Interim Number Portability" or "INP" is as Described in the Act.

1.24 "InterLATA Service" is as Defined in the Act.

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

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

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

1.28 "Local Traffic" means a call which is originated and terminated within the local calling area as defined in FTR Tariff PSC #2.

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

1.30 "Link" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer.

1.31 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.32 "Network Element" is As Defined in the Act.

1.33 "Number Portability" is As Defined in the Act.

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

1.35 "Party" means either FTR or PAETEC and Parties means FTR and PAETEC.

1.36 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network.

1.37 "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 another Party's network.

1.38 "Signaling Transfer Point" or "STP" means a component of the signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCIS messages.

1.39 "Telecommunications" is As Defined in the Act.

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

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

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

1.43 "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 purchase and sale of Local Interconnection, Local Resale and Network Elements, and any other services set forth herein.

3.2 Both Parties 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 (2) years, terminating two years from the Effective Date and shall automatically renew for ninety (90) day periods thereafter unless and until terminated as set forth in Section 4.2 hereof.

4.2 If pursuant to Section 4.1 the Agreement continues in full force and effect after the expiration of the Term, or if a Party desires to terminate the agreement at the end of the initial term, either Party may terminate the Agreement upon sixty (60) days notice by delivering written notice to the other Party of the intention to terminate this Agreement.

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. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. 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:

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

(2) refuse to complete any pending orders for the Affected Services any time thereafter, and/or;

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the NYS PSC, to the person designated to

receive such notice discontinue the provision of existing Affected Services at any time thereafter.

If the non-breaching Party does not refuse additional applications for the Affected Services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the Affected Services without further notice. If the non-breaching Party discontinues provision of the Affected Services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the Affected 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 Affected Services without further notice.

FTR reserves the right to refuse an application for an Affected Service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, PAETEC, so long as PAETEC or any such entity is indebted to FTR for the Affected Services previously furnished, until the indebtedness is satisfied. In the event that Affected Services are provided to PAETEC or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, PAETEC, such services may be terminated by FTR unless PAETEC satisfies the indebtedness relating to the Affected Services within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by PAETEC to receive such notices. Copies of such notice shall be mailed to the New York State PSC, concurrently with the mailing to PAETEC.

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 and the breaching Party shall cure such breach within a period of time equivalent to the applicable interval required by this Agreement, and if breaching Party 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.

4.3.3 If such material breach is for any other failure to perform in accordance with this Agreement, 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, no 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 THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Section 6. *Covenants*

6.1 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 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. Any service not identified on the pricing schedule ("Attachment VIII") will be governed by applicable tariffs. Invoices with charges set forth in this Agreement and applicable tariffs shall be sent to:

To PAETEC:

PaeTec Communications, Inc.
290 Woodcliff Drive
Fairport, NY 14450
Attn: Manager of Network Planning and Provisioning

To FTR:

Frontier Communications
Attention: Carrier Services
14450 Burnsville Drive
Burnsville, MN 55306

7.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due FTR. All bills dated as set forth above will be due 30 days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least 20 days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the

number of days the bill was delayed, upon request of the receiving Party. Such request must be accompanied with proof of late bill receipt.

7.2.1 Parties will compensate each other for Traffic delivered to each other for termination on their respective networks based on verifiable records of actual usage.

7.3 Billing: The Parties agree that disputed and undisputed amounts due under this agreement shall be handled as follows:

7.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party.

In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 7.3.2 following. If the Billed Party disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, any late payment charge for the disputed amount will not start until ten (10) days after the payment due date. The late payment charge will continue to a event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

7.3.2 Undisputed amounts shall be paid within thirty (30) days of receipt of the invoice from the Billing Party. If any portion of the payment is received by the Billing Party in funds which are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be computed by first multiplying the portion of the payment not received or not received in immediately available funds by the payment date times a per day late factor which is identified in "Exhibit B". The result is then multiplied by the number of days after the payment date the payment is received.

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 negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders, except for the pricing set forth in the pricing appendix. In the event the Parties cannot agree on an amendment 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 FCCs and PSCs 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 and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to each other or to third Parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors 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 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.

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, termination, 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.

Notwithstanding any other provisions of this Agreement, PAETEC shall defend and indemnify FTR and shall hold FTR harmless from and against any and all loss alleged to

have been incurred by a customer of PAETEC or any other third Party to the extent such loss arises or is attributable to PAETEC's performance or failure to perform.

Section 10. *Limitation of Liability*

10.1 Except as otherwise provided in Section 9, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, the first Party's agents, servants, contractors or others acting in aid or concert with the first Party, except for the first Party's gross negligence or willful misconduct.

10.2 Except for losses 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 (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) gross negligence or willful misconduct.

10.3 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.

10.4 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 connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), 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 information deemed Proprietary Information will remain so for five (5) years after disclosure.

Section 13. Trademarks, Service Marks and Branding

13.1 Publicity and Use of Trademarks or Service Marks. 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 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 five percent (5%) 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 if necessary will be escalated to 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 PAETEC shall in no event be liable to FTR for any costs whatsoever resulting from the presence or release of any environmental hazard that PAETEC did not introduce to the affected work location. FTR shall, at PAETEC's request, indemnify, defend, and hold harmless PAETEC, 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 PAETEC for any costs whatsoever resulting from the presence or release of any environmental hazard that FTR did not introduce to the affected work location. PAETEC 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 PAETEC, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which PAETEC 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, PAETEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such PAETEC 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 PAETEC or equipment placement activities that result in the generation of asbestos containing material, PAETEC shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. FTR agrees to immediately notify PAETEC if FTR undertakes any asbestos control or asbestos abatement activities that potentially could affect PAETEC 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 PAETEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and

authority to execute and deliver this Agreement and to perform its obligations hereunder.

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, state regulatory commission, 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 FTR 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 PAETEC.

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 New York State 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 PAETEC:

PaeTec Communications, Inc.
290 Woodcliff Drive
Fairport, NY 14450
Attn: Manager of Regulatory Affairs

with a copy to:

PaeTec Communications, Inc.
290 Woodcliff Drive
Fairport, NY 14450
Attn: General Counsel

To FTR:

Frontier Telephone of Rochester
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 PAETEC 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, Confidential 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 and Attachments 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.

The Parties acknowledge that the terms of this Agreement were established pursuant to orders of the NYS PSC. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the Agreement (or to the order approving the Agreement) as permitted by applicable law. By signing this Agreement, the Parties do not waive their right to pursue such a challenge.

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

PaeTec Communications, Inc.

By: Richard Ottobiano

Name: RICHARD OTTOBIANO

Title: EXEC. VICE PRES.

Date: 2-2-99

Frontier Telephone of Rochester, Inc.

By: Lori T. Sofanek

Name: Lori T. Sofanek

Title: U.P. Carrier Svc. Customer Support

Date: 2/3/99

ATTACHMENT I RESALE

Section 1. Terms of Local Services

1.1 At the request of PAETEC, FTR will make available to PAETEC, for resale at wholesale rates, the regulated and tariffed Telecommunications Services that it provides at retail to its non-carrier subscribers subject to and in accordance with the terms and conditions of the PSC orders and FTR's tariffs.

Section 2. Dialing Parity

2.1 FTR shall provide Local Dialing Parity as required under section 251 (b) (3) of the Act such that resale Customers of PAETEC (a) will not be required to dial any greater number of digits than similarly situated FTR Customers, (b) will experience the post-dial delay, call completion rate and transmission quality at parity with that experienced by similarly situated FTR Customers and (c) may retain their local telephone numbers on the same terms and subject to the same conditions that similarly situated FTR Customers are entitled to retain their telephone numbers.

Section 3. Directory Assistance ("DA") and Operator Services

3.1 FTR will provide Directory Assistance and Operator Services at wholesale rates on resold services in parity with the provision of these services to its own customers.

Section 4. LIDB

4.1 FTR shall use its service order process to update and maintain, on the same schedule as it uses for its end users, the PAETEC Customer Service information in the Line Information Database ("LIDB") with the exception of Telephone Line Calling Card numbers, provided that PAETEC accurately and timely provides FTR with the information to be included therein.

Section 5. Telephone Number Assignment

5.1 FTR will provide non discriminatory assignment of telephone numbers.

Section 6. Availability of Services for Resale by FTR

6.1 PAETEC shall make available PAETEC's Telecommunications Services for resale at identical discounted rates to FTR. The discount shall be the same percentage discount applicable to FTR's wholesale provision of its most nearly comparable service.

ATTACHMENT II NUMBER PORTABILITY

Section 1. Scope

1.1 The Parties agree to provide to each other Number Portability (NP) using the Location Routing Number (LRN) methodology on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the PSC and/or the FCC.

1.2 The Parties agree to service provider portability only, not location portability. Expansion of portability will be dictated by FCC guidelines.

Section 2. Number Portability

2.1 In the event a Customer of one Party ("Party A") elects to become a customer of the other Party ("Party B") and such Customer continues to reside within the same tariffed exchange boundary of FTR, and elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A in conjunction with the Exchange Service(s) it will now receive from Party B and Party B will service the customer through its own switch:

2.1.1 Party B shall, upon receipt from such Customer of letter of authorization (LOA) permitting assignment of the number to Party B, place an order with a copy of the LOA, with Party A to implement an arrangement whereby all calls to the original telephone number(s) will be routed to Party B over the appropriate Local trunks.

2.1.2 Party B shall become the customer of record for the original Party A telephone numbers subject to the NP arrangement provided that Party B continues to use the NP service for the use of the end user customer originally assigned such number, and in all respects shall be treated as the customer as to such number as if Party B has been assigned such number.

2.1.3 Party A will update the Line Information Database ("LIDB") listings for ported numbers, as directed by Party B, and immediately cancel calling cards associated with those forwarded numbers.

ATTACHMENT III UNBUNDLED NETWORK ELEMENTS

Section 1. General Terms

1.1 FTR shall provide to PAETEC, Unbundled Network Elements at rates, terms and conditions set forth in FTR's Unbundled Network Elements tariff as amended from time to time. FTR shall not be required to combine Unbundled Network Elements to any extent beyond what is required by law.

1.2 Any combination of unbundled elements which when combined equates to a substantially similar service provisioned through the retail tariff, will be offered and priced as resale not as the cumulative of unbundled elements.

Section 2. Ports

2.1 Analog/Digital Port

The analog line port is the termination on a Central Office switch which supports voice grade communications for basic residential and business applications including such services as pay phones and analog PBX applications.

2.2 Basic Rate Interface ("BRI") ISDN Port

BRI ISDN provides the digital central office termination via a BRI that has the potential to support digital transmission of voice and data to the Customer's premises.

2.3 ISDN Primary Rate Interface Port

Primary Rate Interface ISDN ports provide a digital trunk with 23 B-channels for circuit switched voice and data and 1 D-channel for signaling. The 23B+D channel configuration is provided on a single digital signal.

2.4 Trunk Port

The trunk port is the termination on a Central Office switch which supports DS0 level services.

2.5 Signaling Transfer Points (STP)

STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, database elements and other signaling transfer points as agreed to by FTR and PAETEC.

Section 3. Links

3.1 Residence/Basic Business Link

The Residence/Basic Business Link supports 2-Wire analog voice grade communications for basic residential or business applications including such services as pay phones and analog PBX applications.

3.2 Network Interface Device

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a Customer and its end user.

3.3 DS-1 Level Link

A DS-1 link provides a channel for the transmission of serial digital data at rates of 1.544 Mbps.

3.4 DS-3 Level Link

A DS-3 link provides a channel for the transmission of serial digital data at rates of 44.736 Mbps asynchronous serial data.

Section 4.

Usage

4.1 Common Transport

Common transport represents the transmission facilities shared by more than one customer that is used to transport all telecommunications traffic between switches owned by FTR.

4.2 Local Switching

Local Switching represents the usage of the end user's local switch.

4.3 Tandem Switching

Tandem switching is a means of making economical use of trunks and trunking equipment, thereby making it necessary for the company to maintain separate groups of interconnecting trunks for each pair of switches.

Section 5.

Operator Services and Directory Assistance

5.1 Inward Operator Services enables the PAETEC end user or its operator service provider to be connected to the FTR Operator Services office for the purpose of providing operator services to their end users. There are two types of Inward Operator Services.

5.1.1 Busy Line Verification ("BLV") is an option where, at the request of PAETEC's end user or its operator service provider, a FTR operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report to PAETEC's end user or its operator service provider.

5.1.2 Busy Line Verification/Interrupt ("BLV/I") is an option where, at the request of PAETEC's end user or its operator service provider, a FTR operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that PAETEC's end user can attempt to complete a call to the line.

5.1.3 Inward Operator Services are provided over trunk groups ordered by PAETEC or its alternate service provider to the FTR Operator Services switch as specified by FTR.

5.1.4 Inward Operator Services cannot be provided on telephone numbers, telephone numbers which forward calls using Call Forwarding Variable service features.

5.1.5 FTR will provide BLV and BLV/I for telephone numbers provided in its operating territory.

5.1.6 The FTR operator will respond to one telephone number per call on requests for BLV or BLV/I.

5.1.7 PAETEC and its customer shall indemnify and save FTR harmless against all claims that may arise from either Party to the interrupted call or any other person.

5.2 At PAETEC's request, FTR will offer Operator Services to PAETEC customers served by PAETEC switches over separate trunk groups ordered by PAETEC to the FTR Operator Services switch as specified by FTR. Access to the FTR Operator Services platform from PAETEC's local switch requires that PAETEC utilize Feature Group D ("FG-D").

5.2.1 0+/0- Operator Handled Calls is an option available to PAETEC to provide their end user, through the FTR operator, the ability to complete IntraLATA calls via 0- dialing with alternate billing capabilities and live operator assistance. Alternate billing call completions can be Calling Card, Collect or Bill to Third Number, Station to Station and Person to Person. FTR will bill PAETEC for attempts.

5.3 At PAETEC's request, FTR will offer directory assistance to PAETEC's customers in the Rochester LATA served by PAETEC's own switch over separate trunk groups ordered by PAETEC to the FTR Operator Services switch as specified by FTR. Access to the FTR directory assistance platform requires that PAETEC utilize Feature Group D ("FG-D"). Provisioning of Directory Assistance through public payphones requires dedicated trunk groups utilizing Feature Group C ("FG-C"). The Directory Assistance database will be updated by PAETEC through the FTR Wholesale Order process.

5.3.1 Directory Assistance ("DA"). This option provides PAETEC end users access to FTR Telephone Directory Assistance operators via 411 or 555-1212.

5.3.2 National Directory Assistance ("NDA") This option provides PAETEC end users access to FTR National Directory Assistance operators via 411 and 555-1212. NDA is not available from public telephones.

5.3.3 Directory Assistance Call Completion ("DACC"). This option provides for automatic connection of a PAETEC end user calling FTR DA to the published telephone number requested. After the FTR DA operator provides the requested number, a recorded service message will offer to connect the caller to that number for a specified additional charge. The caller can accept the offer for DACC as instructed by the voice message.

5.3.3.1 DACC is available to PAETEC residence and business customers and from public telephones. The charge appropriate to the billing option used will apply in addition to the DACC charge.

5.3.3.2 DACC is available with all telephone numbers in the FTR DA database except; non-published telephone numbers, InterLATA numbers, 700, 800, and 900 numbers.

5.3.3.3 When a caller requests more than one number for Directory Assistance, DACC is offered only for the last eligible listing that was selected by the operator.

5.3.3.4 The DACC charge is applied per attempt.

5.4 The Parties agree to establish a master Operator and Directory Services Agreement which will outline the charges, terms and conditions of Operator and Directory Services.

Section 6. *Limitations on Unbundled Access*

6.1 FTR shall only be required to provide Unbundled Network Elements where such Unbundled Network Elements are available.

6.2 PAETEC may access FTR's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Attachment VI at the FTR Wire Center where those elements exist and each Link or Port shall be delivered to PAETEC's collocation cage at applicable rates set forth in FTR's tariffs.

**ATTACHMENT IV
RIGHTS of WAY (ROW), CONDUITS, POLE ATTACHMENTS**

Section 1. General Terms

1.1 Each Party shall provide the other Party access to its poles, ducts, rights of way and conduits it owns or controls, to the extent permitted by law and as required by Section 224 of the Act or PSC Order at the rates set forth in applicable tariffs, orders of regulatory or legal body with jurisdiction over such matters or contracts between the Parties.

1.2 Each Party will offer terms and conditions comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements with such entities. When required, such terms and conditions will be set forth in a separate contract.

ATTACHMENT V
INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

1.1 The Parties shall reciprocally terminate local exchange 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 trunks 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 PAETEC.

1.1.3 Separate trunks connecting PAETEC's switch to the 911/E911 tandem.

1.1.4 Separate trunk groups connecting PAETEC's switch to FTR's operator service switch if PAETEC purchases operator services from FTR. Interconnection to operator services must be at a DS1 level.

1.1.5 Separate trunk groups connecting PAETEC's switch to FTR's directory assistance switch if PAETEC purchases directory assistance from FTR. Interconnection to directory assistance must be at a DS1 level.

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

1.1.9 Both Parties will use the local trunks referred to in this Agreement only for local traffic. Any non-local traffic will be sent to the other party over separate trunk groups. If either party uses local trunks to send non-local traffic to the other party, the sending party shall pay the receiving party the applicable access or reciprocal compensation rates for such traffic.

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 PAETEC and FTR for the local interconnection of their networks.

1.2.2 PAETEC and FTR shall mutually designate at least one IP in the LATA in which PAETEC originates local traffic and interconnects with FTR. PAETEC 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 Reciprocal Compensation Traffic billable by FTR or PAETEC which a Telephone Exchange Service Customer originates on FTR's or PAETEC's network for termination on the other Party's network.

2.2 Reciprocal Compensation only applies to Local Traffic. If more than fifty (50) percent of PAETEC's incoming local traffic is terminated on PAETEC's or its affiliate's ESP or ISP platform that traffic shall be excluded for reciprocal compensation. The Parties shall compensate each other for transport and termination of Reciprocal Compensation traffic in an equal and symmetrical manner at the rate provided in the Pricing Attachment. This rate is to be applied at the PaeTec interconnection point. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation traffic delivered to either party's interconnection point. 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 1 + presubscribed basis or a casual dialed (10XXX or 101XXX) basis. All Switched Exchange Access Service and all IntraLATA toll traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

2.2.1 If the FCC or NY PSC rules that any type of local traffic is either not subject to reciprocal compensation or should be subject to different reciprocal compensation charges compared to other local traffic, the Parties agree to reopen negotiations with respect to reciprocal compensation charges for such type or types of local traffic. If the Parties cannot reach a mutually acceptable agreement, either party may petition the appropriate regulatory body to determine the appropriate treatment of such type or types of local traffic with respect to reciprocal compensation. The Parties agree that the existing agreement remains in force until the time of a mutually acceptable agreement between the Parties or until a final decision of the appropriate regulatory body.

2.3 The Parties agree that reciprocal compensation will be independent of routing arrangements as implied by the unitary rate set forth in the attached pricing schedule.

Section 3. Transit Service

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

3.1.1 The Parties shall compensate each other for 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 PAETEC 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. PAETEC 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 CCS-based features in the interconnection of their networks.

4.2 The Parties will provide CCS 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 CCIS-based features between their respective networks, including all CLASS features and functions deployed in the Parties' respective networks. All CCS signaling parameters will be provided including ANI, OLI, calling Party category, charge number, etc.

4.3 Upon request, each Party shall provide trunk groups where available that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

Section 5. 911/E911 Arrangements

5.1 PAETEC will interconnect to the FTR 911/E911 selective router/911 tandems which serve the area in which PAETEC provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAPs").

5.2 PAETEC will be responsible for providing 911/E911 database updates through the FTR Wholesale Order process and will be responsible for the accuracy of the data provided. PAETEC may choose to purchase T - Guide in accordance with FTR's PSC #1 for the purposes of ensuring the accuracy of the data transfer.

5.3 PAETEC will compensate FTR for facilities to its 911/E911 pursuant to applicable tariffs.

5.4 PAETEC will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in the State of New York.

ATTACHMENT VI COLLOCATION

Section 1. General Terms

1.1 Upon request by PAETEC and to the extent technically feasible and as space permits, FTR will provide to PAETEC Physical Collocation for its transport facilities and equipment pursuant to the terms and conditions of FTR's applicable tariffs on file with the appropriate regulatory agency as necessary for Interconnection or for access to unbundled Network Elements.

1.2 PAETEC agrees to provide FTR, upon request, collocation of equipment for the purposes of interconnection pursuant to federal and state regulatory rules and law.

1.3 The Collocating Party shall provide its own or third-Party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

1.4 Due to security and safety issues, PAETEC will not lease space within their collocation space to a third Party.

1.5 The Parties agree to establish a master Collocation Service Agreement which will outline the terms and conditions of collocation, including but not limited to safety, security, and access arrangements.

ATTACHMENT VII MISCELLANEOUS

Section 1. Directory Services Arrangements

1.1 FTR will provide certain directory services to PAETEC. References to PAETEC customer telephone numbers means telephone numbers falling within NXX codes directly assigned to PAETEC and to numbers which are retained by PAETEC on the customer's behalf pursuant to Number Portability arrangements described in Attachment II of this agreement. It is the responsibility of PAETEC to indicate what directory a listing is to appear in.

1.2 Directory Listings and Directory Distributions

1.2.1 FTR will include PAETEC's customers telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associate with the areas in which PAETEC provides services to such customers. Unless otherwise agreed upon, FTR will be responsible for the distribution of such directories to its customers.

1.2.2 FTR will include all PAETEC NXX codes on appropriate existing calling charts in the FTR customer guide section of the directory in the same manner as it provides this information for its own NXX codes.

1.2.3 PAETEC will provide FTR with its directory listings and updates to those listings through the FTR order process.

1.2.4 FTR will process any changes and additions made by PAETEC with respect to its listings, provided such changes and additions are received prior to service order close. FTR will provide a report of all PAETEC customer listings following the service order close date for PAETEC to review for discrepancies. FTR will provide appropriate advance notice of applicable close dates.

1.2.5 Yellow Page Maintenance - FTR will work cooperatively with PAETEC so that Yellow Page advertisements purchased by customers who switch their service to PAETEC are maintained without interruption. FTR will allow PAETEC customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to FTR's customers.

1.2.6 Information pages may be purchased directly from FTR's directory publisher.

Section 2. Responsibilities of the Parties

2.1 The Parties shall exchange forecasts of their 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. PAETEC 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.

2.2 Thirty (30) days after the effective date and each quarter during the term of this Agreement, PAETEC shall provide FTR with a rolling, six(6) calendar month, non-

binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties.

2.3 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.

2.4 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.

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

2.6 Each Party is responsible for administering NXX codes assigned to it.

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

2.8 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.

2.9 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.

2.10 It is agreed that each Party is responsible for the arrangement of its own Local Number Portability dips. As a last resort, and only in extraordinary and unanticipated instances FTR will perform a dip for PAETEC's calls at the applicable tariffed rate.

2.11 Each Party agrees that it will maintain one or more "NXX" codes in each rate center in which it is providing switched service to one or more customers through the use of "native" (i.e., non-ported) telephone numbers. Each party agrees that it will assign telephone numbers to customers based on the physical location of the customer, so that each customer will have an "NXX" code that has been assigned to the rate center in which the customer is located to the extent that those numbers within those "NXXs" are available to PAETEC. Rating of calls for outbound calling customers will be as defined by PAETEC. For purposes of this paragraph, rate centers shall be as defined by the incumbent local exchange carrier serving the area in question.

**ATTACHMENT VIII
PRICING SCHEDULE**

Reciprocal Compensation
Aggregate Rate: \$0.0075/mou

Transit Service
Aggregate Rate \$0.0056/mou

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

Exhibit B

Late payment charges will be calculated on the total amount of late access usage charges at a rate of .000493 per day (annual percentage rate of 18%) compounded daily for the number of days late.

Cases 95-C-0657, 94-C-0095, 91-C-1174,
96-C-0036, and 98-C-1357
ACTIVE PARTY LIST
(As of 12/29/98)

MAUREEN A. SWIFT
ACC 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

JEFFREY JONES
KENNETH W. SALINGER
PALMER & DODGE, LLP
One Beacon Street
Boston, MA 02108-3190

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

MICHAEL J. 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 WORLD COM
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

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

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

12/29/98

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

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

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

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

DENNIS TARATUS
TIM ZAKRISKI
CHARLES REUBENS
RICHARD SCHULER
NEW YORK STATE DEPARTMENT OF
PUBLIC SERVICE
Three Empire State Plaza
Albany, New York 12223-1350

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

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

KEVIN HIGGINS
NEW YORK STATE DEPARTMENT OF
PUBLIC SERVICE
Three Empire State Plaza
Albany, New York 12223-1350
Phone: 518-486-1966
Fax: 518-474-1343

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

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

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

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

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

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

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
JONATHAN SMITH
NEW YORK TELEPHONE COMPANY
222 Bloomingdale Road
White Plains, New York 10605

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

JEFF PALLONE
NEW YORK TELEPHONE COMPANY
1095 Avenue of the Americas
New York, New York 10036
Phone: 518-396-1041

CATHERINE KANE RONIS
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
1440 New York Avenue, N.W.
Washington, DC 20005-2111
Phone: 202-371-7000
Fax: 202-393-5760
(For New York Telephone
Company)

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

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

TELEPORT COMMUNICATIONS GROUP
2 Lafayette Center, Suite 400
1133 21st Street, N.W.
Washington, DC 20036
Fax: 202-739-0044

DAVE HIRSCH
Phone: 202-739-0038
e-mail: Hirsch@Tcg.com

PAUL KOUROUPAS
Phone: 202-739-0030
KEITH J. ROLAND
ROLAND, FOGEL, KOBLLENZ & CARR
One Columbia Place
Albany, New York 12207
Phone: 518-434-8112
Fax: 518-434-3232

12/29/98

CHARLES B. STOCKDALE
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

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

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

CRAIG DINGWALL
KAREN SISTRUNK, ESQ.
SPRINT COMMUNICATIONS CO, L.P.
1850 M Street, N.W. Suite 1110
Washington, D.C. 20036
Phone: 202-828-7447
Fax: 202-828-7403

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
(For RCN Telecom Services
of NY, Inc.)

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

CASES 95-C-0657, 94-C-0095, 91-C-1174,
96-C-0036, and 98-C-1357

12/29/98

(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

OPEN MARKET PLAN SERVICE LIST

**Case 93-C-0103 - Petition of Rochester Telephone Corporation for
Approval of Proposed Restructuring Plan**

**Case 93-C-0033 - Petition of Rochester Telephone Corporation for
Approval of New Multi-Year Rate Stability Agreement**

**Participants who responded to Active
Party List Request:**

Harry M. Davidow, Esq.
AT&T Communications of NY
32 Avenue of the Americas
Room 2700
New York, NY 10013

Charles B. Stockdale
**Cable Television & Telecommunications
Assoc. of NY, Inc.**
80 State Street / 10th Floor
Albany, NY 12207

Gregg C. Sayre
General Attorney
Frontier Telephone of Rochester, Inc.
180 South Clinton Avenue
Rochester, NY 14646-0700

Michael J. Shortley, III
Attorney
Frontier Corporation
180 South Clinton Avenue
Rochester, NY 14646

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

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

James Black
NYS Public Service Commission
c/o Frontier Corporation
180 South Clinton Avenue / 2nd floor
Rochester, NY 14646

John T. Pattison, Esq.
Harter, Secrest & Emery, LLP
700 Midtown Tower
Rochester, NY 14604-2070

Frank J. Miller, Esq.
Huber, Lawrence & Abell
605 Third Avenue / 27th Floor
New York, NY 10158
Tel: 212-682-6200
Fax: 212-661-5759
email: fmiller@huberlaw.com

Robert R. Puckett
President
**New York State Telecommunications
Assoc.**
100 State Street / Suite 650
Albany, NY 12207

Keith J. Roland, Esq.
**Roland, Fogel, Koblenz & Petroccione,
LLP**
One Columbia Place
Albany, NY 12207

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

Brian T. Fitzgerald, Esq.
Counsel for Time Warner Telecom, Inc.
LeBoeuf, Lamb, Greene and MacRae
 One Commerce Plaza, Suite 2020
 99 Washington Avenue
 Albany, NY 12210-2820

COURTESY COPIES TO:

Robert W. Crandall
 Senior Fellow
The Brookings Institute
 1775 Massachusetts Avenue, NW
 Washington, DC 20036
 202-797-6000

Lynn E. Stanton
 Associate Editor
Telecommunications Reports
 1333 H Street, N.W.
 Suite 100 East
 Washington, DC 20005
 e.mail: <http://www.tr.com>
 Tel: 202.842.3006
 Fax: 202.842.3047

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

**Participants who have not yet
 responded to Active Party List
 Request:**

Alfred Busbee
 Tim Carney
ALLTEL New York
 P.O. Box 2177
 Little Rock, AR 72203

Michael J. Morrissey, Esq.
AT&T
 32 Avenue of the Americas
 Room 2070
 New York, NY 10013

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

Neal Vaupel
AT&T Communications of NY
 32 Avenue of the Americas
 Room 2040
 New York, NY 10013

Paul Kouroupas (11/98)
 Vice President, Regulatory Affairs
AT&T Local Services
 1133 21st Street, N.W.
 Two Lafayette Center
 Washington, DC 20036

Victor A. Rumundo, Esq.
Blabey & Sheehan
 One KeyCorp Plaza
 Suite 1100
 Albany, NY 12207

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

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

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

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

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

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

Charlie Donaldson, Esq.
 Assistant Attorney General
Department of Law
 120 Broadway, Room 3-118
 New York, NY 10271

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

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

Lee Selwyn
 Susan Baldwin
 Patricia D. Kratvin
Economics & Technology, Inc.
 One Washington Mall
 Boston, Massachusetts 02108

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

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

Thomas J. Moorman
 Steven G. Kraskin
Kraskin & Lesse
 2120 L Street, NW / Suite 520
 Washington, DC 20037

Cherie R. Kiser, Esq.
 David R. Poe, Esq.
LeBoeuf, Lamb, Leiby & MacRae
 1875 Connecticut Avenue, N.W.
 Washington, DC 20009-5728

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

Richard C. Fipphen, Esq.
 Senior Attorney
MCI Telecommunications Corporation
 One International Drive
 Rye Brook, NY 10573

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

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

Jérôme M. Balsam
New York Telephone Company
 1095 Avenue of the Americas
 New York, NY 10036

Eric Niermeyer
NewOp Communications Corporation
 21 West Avenue
 Spencerport, NY 14559

Timothy Bancroft
Ogden Telephone Company
 21 West Avenue
 Spencerport, NY 14559

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

Joseph Popolizio
 44 Electric Avenue
 Rochester, NY 14613

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

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

Genesee Telephone Company (2/1/99)
c/o Southwestern Bell Mobile Systems
 Appletree Park, Suite 35U
 Cheektowaga, NY 14227
 ATTN: President & General Manager

Craig D. Dingwall, Esq.
Sprint Communications Company L.P.
 1850 M Street, N.W.
 Suite 1110
 Washington, DC 20036

Edward Berlin, Esq.
Swidler & Berlin
 3000 K Street, N.W. / Suite 300
 Washington, DC 20007-3851

Rochelle D. Jones
Time Warner Communications Holding
 300 First Stamford Place
 Stamford, CT 06902

Michael Whiteman, Esq.
 Paul C. Rapp, Esq.
Whiteman, Osterman & Hanna
 One Commerce Plaza
 Albany, NY 12260

FRONTIER TELEPHONE OF ROCHESTER, INC.
SERVICE LIST FOR
INTERCONNECTION AGREEMENTS WITH OTHER COMPANIES
(As of 2/11/99)

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

Myron Stein
Cellular One
2910 Erie Blvd. East
Syracuse, NY 13224

Kimn Robert Scovill
VP - Legal & Regulatory Affairs
ChoiceOne Communications of NY, Inc.
100 Chestnut Street / Suite 700
Rochester, NY 14604-2417
Tel: 716-530-2665
Fax: 716-530-2733

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

Removed from Service List:

Michael Nisiotis (12/17/98)
~~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~~

**PLUS SEND COPY TO ALL ON THE CURRENT LOOP
RESALE SERVICE LIST (CASE 95-C-0657) -- (SEE NYPSC
WEBSITE FOR LATEST VERSION)**

AND

**CURRENT OPEN MARKET PLAN SERVICE LIST
(SEE DOC. # 687)**