

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

GALLATIN RIVER COMMUNICATIONS L.L.C.  
AND COMCAST PHONE OF ILLINOIS, LLC D/B/A  
COMCAST DIGITAL PHONE

Joint Petition for Approval of Negotiated  
Interconnection Agreement  
Pursuant to 47 U.S.C. § 252

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COMMERCE COMMISSION  
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VERIFIED STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Todd Stein, in my capacity as Director of External Affairs for CenturyTel, the parent of Gallatin River Communications L.L.C. ("Gallatin") hereby submit this Statement in Support of the Joint Petition for Approval of a Negotiated (adopted) Interconnection Agreement between Gallatin and Comcast Phone of Illinois, LLC. ("Comcast").

The attached Interconnection Agreement ("the Agreement"), including provisions for collocation and related telecommunications services under the Telecommunications Act of 1996 (sometimes referred to as "the Act"), between Gallatin and Comcast was reached through voluntary negotiations between the parties. Comcast elected to adopt an existing effective interconnection agreement between Gallatin and Insight. Accordingly, Gallatin and Comcast request approval pursuant to Sections 252(a) (1) and 252(e) of the Act.

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and an agreement was reached. The Agreement becomes effective the next business day following the day the Illinois Commerce Commission approves the Agreement.

The Agreement contains provisions for default and prohibits discontinuance of service without the required notice. It also includes dispute resolution provisions. It allows Comcast to interconnect at any one or more technically feasible points.

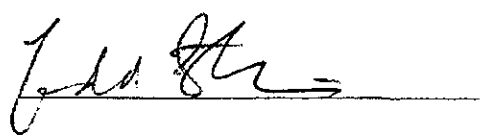
Also, the Agreement contains alternative dispute resolution provisions, which require negotiation and arbitration. The parties are required to continue providing services to each other during the pendency of any dispute resolution proceeding. The Agreement is binding on successors and permitted assigns of the parties.

Gallatin will make the Agreement available (pursuant to 252 (I) of the Act) to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

Implementation of this Agreement is consistent with the public interest because it will promote competition and enhance the ability of Comcast to provide Illinois telecommunications users with a competitive alternative for telecommunications services.

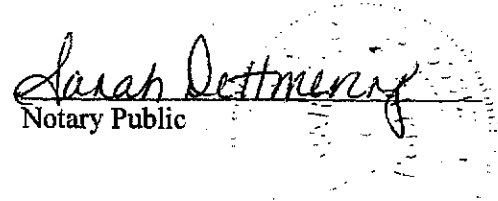
STATE OF Wisconsin )  
 )  
COUNTY OF LaCrosse ) ss.

Todd Stein, being first duly sworn, deposes and states that he is Director of External Affairs for CenturyTel, the parent of Gallatin River Communications L.L.C., and is duly is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Statement in Support of Joint Petition for Approval and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.



Todd Stein  
CenturyTel  
333 North Front Street  
La Crosse WI  
(608) 796-7894

Subscribed and sworn to before me, a notary public for the State of Wisconsin this 3rd day of March, 2008.



Notary Public

My commission expires:

My Commission Expires: 11/30/08

STATE OF PA )  
 )  
COUNTY OF Philadelphia )

ss.

Beth Choroser, being first duly sworn, deposes and states that he is Senior Director of Regulatory Compliance for Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone and that he is authorized by Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated Interconnection Agreement, between Gallatin and Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

Beth Choroser

Beth Choroser

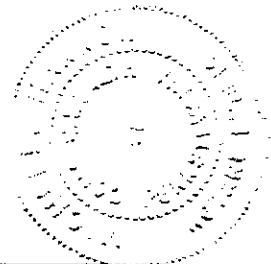
Subscribed and sworn to before me, a notary public for the State of PA this 19<sup>th</sup> day of February, 2008.

Michelle Hannon  
Notary Public

My commission expires:


December 22, 2010

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Michelle Hannon, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Dec. 22, 2010  
Member, Pennsylvania Association of Notaries

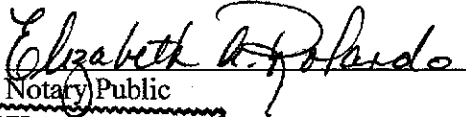


STATE OF ILLINOIS            )  
  )        ss.  
COUNTY OF SANGAMON        )

David O. Rudd, being first duly sworn, deposes and states that he is an attorney for Gallatin River Communications L.L.C. and that he is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated (adopted) Interconnection Agreement between Gallatin and Comcast Phone of Illinois, LLC and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
David O. Rudd, Esq.

Subscribed and sworn to before me, a notary public for the State of Illinois this 5<sup>th</sup> day of March, 2008.

  
\_\_\_\_\_  
Notary Public



My commission expires: \_\_\_\_\_

7. Copies of the Agreement are available for public inspection in Gallatin's public offices.

8. Gallatin agrees to accept electronic service of documents associated with this proceeding.

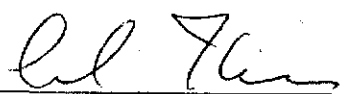
WHEREFORE, Gallatin and Comcast respectfully request that the Commission approve the attached interconnection Agreement, between Gallatin and Comcast under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 5<sup>th</sup> day of March, 2008.

GALLATIN RIVER COMMUNICATIONS L.L.C.



COMCAST PHONE OF ILLINOIS, LLC

  
Andrew D. Fisher  
Senior Counsel

**AGREEMENT**

**by and between**

**Comcast Phone of Illinois, LLC  
d/b/a Comcast Digital Phone  
("Comcast")**

**and**

**Gallatin River Communications, LLC**

**A CenturyTel Company**

**FOR THE**

**State of Illinois**

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	<b>1</b>
1. <b>General Terms &amp; Conditions</b> .....	<b>2</b>
2. <b>Term and Termination</b> .....	<b>2</b>
3. <b>Glossary / Definitions &amp; Scope, Applicable Law</b> .....	<b>2 &amp; 23</b>
4. <b>Assignment</b> .....	<b>3</b>
5. <b>Assurance of Payment</b> .....	<b>4</b>
6. <b>Audits</b> .....	<b>4</b>
7. <b>Authorization</b> .....	<b>5</b>
8. <b>Billing and Payment; Disputed Amounts</b> .....	<b>6</b>
9. <b>Confidentiality</b> .....	<b>6</b>
10. <b>Counterparts</b> .....	<b>8</b>
11. <b>Default</b> .....	<b>9</b>
12. <b>[Intentionally left blank]</b> .....	<b>9</b>
13. <b>Dispute Resolution</b> .....	<b>9</b>
14. <b>Force Majeure</b> .....	<b>9</b>
15. <b>Forecasts</b> .....	<b>9</b>
16. <b>Fraud</b> .....	<b>10</b>
17. <b>Governing Law</b> .....	<b>10</b>
18. <b>Good Faith Performance</b> .....	<b>10</b>
19. <b>Headings</b> .....	<b>10</b>
20. <b>Indemnification</b> .....	<b>11</b>
21. <b>Insurance</b> .....	<b>11</b>
22. <b>Intellectual Property</b> .....	<b>12</b>
23. <b>Joint Work Product</b> .....	<b>13</b>
24. <b>Law Enforcement</b> .....	<b>14</b>
25. <b>Liability</b> .....	<b>14</b>
26. <b>Network Management</b> .....	<b>14</b>



27.	Non-Exclusive Remedies .....	15
28.	Notice of Network Changes .....	16
29.	Notices .....	16
30.	Ordering and Maintenance .....	16
31.	Performance Standards .....	17
32.	Point of Contact for CLEC Customers .....	17
33.	Predecessor Agreements .....	17
34.	Publicity and Use of Trademarks or Service Marks .....	17
35.	References .....	18
36.	Relationship of the Parties .....	18
37.	Reservation of Rights .....	18
38.	Subcontractors .....	18
39.	Successors and Assigns .....	18
40.	Survival .....	19
41.	Taxes .....	19
42.	Technology Upgrades .....	20
43.	Territory .....	21
44.	Third Party Beneficiaries .....	21
45.	251 Requirements .....	21
46.	[Intentionally left blank].....	21
47.	Use of Service .....	21
48.	Waiver .....	21
49.	Warranties .....	21
50.	Withdrawal of Services .....	22
SIGNATURE PAGE.....		23
GLOSSARY - Definitions .....		24
1.	General Rule.....	24
2.	Definitions .....	24

**ADDITIONAL SERVICES ATTACHMENT - A.....30**

1.	Alternate Billed Calls .....	30
2.	Directory Assistance (DA) and Operator Services (OS) .....	30
3.	Directory & Operator Services.....	30
4.	911 Services .....	30
5.	Reciprocal Compensation.....	29
6.	Good Faith Performance .....	29

**INTERCONNECTION ATTACHMENT - 1.....31**

1.	General.....	31
2.	Interconnection Arrangements.....	31
3.	Transmission and Routing of Telephone Exchange Service Traffic .....	33
4.	Traffic Measurement and Billing over Interconnection Trunks .....	33
5.	Reciprocal Compensation Arrangements .....	34
6.	Transmission and Routing of Exchange Access Traffic .....	35
7.	Number Resources, Rate Center Areas and Routing Points.....	35
8.	Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair.....	36
9.	Number Portability - Section 251(B)(2) .....	38
10.	Good Faith Performance .....	38
11.	Responsibilities of the Parties.....	38

**AVAILABLE NETWORK ELEMENTS ATTACHMENT - 2.....39**

2.	Local Loops, Interoffice Transmission, Resale, NID, OSS .....	40
----	---	----

**GENERAL BUSINESS REQUIREMENTS ATTACHMENT - 3 .....** 43

1.1	Procedures; Subscriber Contact.....	43
2.1	Ordering and Provisioning.....	44
3.	Billing .....	46
4.	Subscriber Usage Data.....	47
5.	General Business Requirements .....	47

<b>COLLOCATION ATTACHMENT - 4 .....</b>	<b>50</b>
<b>3. Physical Security.....</b>	<b>59</b>
<b>ROW ATTACHMENT - 5.....</b>	<b>62</b>

## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") shall be deemed effective upon approval by the Illinois Commerce Commission ("ICC") (the "Effective Date"), between **Gallatin River Communications, LLC ("GRC")**, a corporation organized under the laws of the State of Delaware with offices at 103 S. Fifth Street, Mebane, NC 27302 and **Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone ("COMCAST")**, a corporation organized under the laws of the State of Delaware with offices at 810 Seventh Avenue 41<sup>st</sup> Floor, New York, NY 10019, (GRC and COMCAST may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties"). COMCAST may also be referred herein as the "CLEC" and GRC may be referred to as the "ILEC, LEC, RLEC, or GALLATIN".

### **RECITALS**

**WHEREAS**, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations upon GALLATIN to negotiate in good faith in accordance with Section 252 of the Act, an agreement embodying the terms and conditions of the provision of certain telecommunications services and facilities to CLEC and other terms and conditions that are legitimately related to, and constituting a part of, said arrangements; and

**WHEREAS**, pursuant to Section 252(a) of the Act, CLEC has issued a written request to GALLATIN to enter into said negotiations; and

**WHEREAS**, the Parties completed good faith negotiations that led to the services and facilities arrangements, including all legitimately related terms and conditions, described herein;

**WHEREAS**, the Parties agree that this agreement applies to wireline interconnection between the parties for the exchange of wireline traffic as specified within the Interconnection Agreement ("ICA") Attachment - 1, herein, for purposes of clarity, this is a wire-line to wire-line agreement;

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and *without waiving any reservation of rights set forth herein*, GALLATIN and CLEC hereby covenant and agree as follows.

**ATTACHMENT - A  
ADDITIONAL SERVICES**

1. **Alternate Billed Calls:** The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.
2. **Directory Assistance (DA) and Operator Services (OS):** GRC obtains DA & OS from a third party; as such GRC does not provide DA & OS services under this agreement. The CLEC will have to make its own arrangements for these services.
3. **Directory Listings:** This Section pertains to listings published in any media, including but not limited to traditional white/yellow pages, specialty directories, CD ROM, or other printed or electronic formats.

3.1 **Listings:** CLEC will direct Customers to GRC's publisher for Directory Listings (bold print and yellow page ads) except as set forth below: CLEC agrees to supply GRC's publisher on a regularly scheduled basis, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for CLEC's subscribers who wish to be listed in any GRC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GRC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with GRC's solely determined directory configuration, scope, schedules, and listings will appear in GRC's directory in the same manner as GRC's Customer listings.

3.2 **Interfiling:** Each carrier's Customer listings shall be interfiled with listings of the publishing carrier's Customers. Federal, state and local government listings must be included in the appropriate section of the directory at no charge. The listing and handling of all listed and non-listed and/or non-published telephone numbers in the printed GRC directory must be at parity with that provided by GRC to its own Customers.

3.4 **Porting:** GRC will provide each CLEC Customer account or ported number with the same white page basic listings that GRC provides to its own Customers, at no monthly recurring or nonrecurring charge to CLEC or CLEC customer. Each CLEC Customer business account or ported number must be provided the same yellow page basic listings that GRC provides to its own Customers, at prevailing rates.

3.5 **Other Listings:** CLEC Customers may purchase additional listings on the same terms and conditions available to GRC's Customers at the rates set forth in GRC's General Subscriber Service Tariff. Additional and foreign white page listing charges shall be billed to CLEC at current GRC tariffed or contract rates. GRC shall provide any other types of directory listings available to GRC Customers to CLEC Customers on the same terms and conditions available to GRC's Customers. Such listings may include, but are not limited to: a) Foreign listings; b) Reference listings; c) Information listings; d) Alternate call listings; e) Multi-line listings; f) Multi-line/Multi-owner listings.

3.6 **Enhanced listings and yellow page advertisements** will be billed by the publisher to the Customer.

4. **911 Services:** GRC owns and operates Selective Routers for access to the relevant 911 PSAPS. GRC will provide access to its Selective Routers (and 911 service) pursuant to its separate "911 Service Agreement" at the same rates and terms offered other carriers.

5. **Reciprocal Compensation:** The Parties agree that neither Party will compensate the other Party for the termination of Local Traffic, unless and until Local Traffic exceeds 400,000 minutes per month for period of three (3) consecutive months. Nevertheless, each Party reserves the right to apply the Reciprocal Compensation Transport and Termination Usage Rate ("Usage Rate") of \$0.013 per Minute of Use in the event that A) a Party terminates 400,000 or more minutes per month of Local Traffic originated by the other Party for a period of three (3) consecutive months, and B) the representative proportion of total Local Traffic exchanged between the Parties exceeds 60/40 ratio. When such threshold is met, either Party may provide the other Party a written request, along with verifiable traffic information supporting such request, to establish the application of the Usage Rate. Notwithstanding the language above, neither Party shall compensate the other Party for ISP Traffic, Internet Service Provider Traffic, or