

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for Arbitration of an )  
Interconnection Agreement Between )  
COMCAST PHONE OF WASHINGTON, LLC, ) DOCKET NO. UT-083055  
and ) COMCAST RESPONSES TO  
LEWIS RIVER TELEPHONE COMPANY, D/B/A ) BENCH REQUESTS  
TDS TELECOM )  
Pursuant to 47 U.S.C. Section 252. )

Comcast Phone of Washington, LLC, provides the following responses to the  
Commission's Bench Request Numbers 1-4.

**WUTC Docket No. UT-083055**  
**Comcast Responses to Bench Requests**  
**December 15, 2008**

**Bench Request No. 1:**

- (a) Is Comcast IP Phone II, LLC, solely a Washington company or does it operate in other states?
- (b) Is Comcast IP Phone II, LLC, a separate company from Comcast IP Phone of Washington, LLC, and if so, what is the companies' relationship?

**Response:**

- (a) Comcast IP Phone II, LLC d/b/a Comcast Digital Voice operates in multiple states. It is the Comcast Corporation subsidiary company formed to provide interconnected voice over Internet protocol ("VoIP") service in the former AT&T Broadband service territories, which includes but is not limited to Washington.
- (b) Comcast IP Phone of Washington, LLC, is a company that no longer exists, and its qualification with the Washington Secretary of State was withdrawn in January 2006.

Prepared by: Beth Choroser  
Date: December 15, 2008

**WUTC Docket No. UT-083055**  
**Comcast Responses to Bench Requests**  
**December 15, 2008**

**Bench Request No. 2:**

(a) Is Vermont the only state in which Comcast and TDS have a state commission-approved ICA with the same type of arrangement at issue in Washington?

(b) Is voice over Internet protocol (“VoIP”) traffic discussed in the ICAs between Comcast and TDS in Vermont, Tennessee, and Indiana?

**Response:**

(a) No. Comcast Phone’s similarly situated local exchange carrier affiliates in Tennessee and Indiana adopted interconnection agreements with the TDS incumbent local exchange carriers in those states. At all times the Comcast Phone of Tennessee and Comcast Phone of Central Indiana entities used their interconnection agreements with TDS to provide exclusively the wholesale Local Interconnection Service telecommunications service offering to their affiliated interconnected VoIP service provider affiliates, just as Comcast Phone of Washington, LLC, is doing in Washington.

(b) Only the Vermont interconnection agreement specifically references VoIP traffic. A copy of the applicable provisions of that agreement are attached to this response.

Prepared by: Beth Choroser  
Date: December 15, 2008

# **APPENDIX ITR (Interconnection Trunking Requirements)**

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**APPENDIX ITR**  
**Interconnection Trunking Requirements**

**1. INTRODUCTION**

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

**2. DEFINITIONS**

- 2.1 "Network Interconnection Methods" (NIM) designates facilities established between the Parties' Networks.

**3. ONE-WAY AND TWO-WAY TRUNK GROUPS**

- 3.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a COMCAST switch and a TDS TELECOM End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained, which shall include each Party being responsible for the cost of such trunks on its side of the mutually agreed upon POI identified in Appendix NIM. For administrative consistency COMCAST will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. TDS TELECOM will use the Trunk Group Service Request (TGSR) as described in section 8.0 of this Appendix, to request changes in trunking. TDS TELECOM shall not assess any ordering or installation charges associated with two-way trunk groups COMCAST orders that shall carry shared traffic. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 16 of the General Terms and Conditions.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The Parties agree to the electronic exchange of data where possible.

#### 4. TRUNKING

- 4.1 Direct End Office trunks terminate traffic from a COMCAST switch to a TDS TELECOM End Office and, except as otherwise provided herein, are not switched at a Tandem location. The Parties shall establish a direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks over a consecutive three (3) month period. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 4.2 All traffic received by TDS TELECOM on the direct End Office trunk group from COMCAST must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by COMCAST on the direct End Office trunk group from TDS TELECOM must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).
- 4.3 Trunk Configuration
- 4.3.1 Trunk Configuration --

4.3.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

## 5. TRUNK GROUPS

5.1 The following trunk groups shall be used to exchange local traffic between COMCAST and TDS TELECOM.

5.2 Local Interconnection Trunk Group(s) in Each Exchange

### 5.2.1 Direct End Office Trunking

5.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.1 and 4.2.

5.3 For each NXX code used by either Party, the Party to whom the NXX is assigned must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area assigned to such NXX code.

5.4 TDS TELECOM will not block switched access customer traffic delivered to any TDS TELECOM Office for completion on COMCAST's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any TDS TELECOM End Office. TDS TELECOM shall have no responsibility to ensure that any switched access customer will accept traffic that COMCAST directs to the switched access customer. TDS TELECOM agrees to furnish COMCAST, upon request, a list of those IXCs which also interconnect with TDS TELECOM's End Office(s).

5.5 COMCAST shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, TDS TELECOM will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier



identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by COMCAST wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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

5.6.1 If COMCAST should acquire a HVCI/Mass Calling customer, i.e. a radio station, COMCAST shall provide written notification to TDS TELECOM. TDS TELECOM reserves the option to provide either a physical or "virtual" trunk group, with a virtual group preferred where technically feasible, for HVCI/Mass Calling Trunking.

**6. FORECASTING RESPONSIBILITIES**

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

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem

subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

- 6.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 6.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 6.4 COMCAST shall be responsible for forecasting two-way trunk groups. TDS TELECOM shall be responsible for forecasting and servicing the one-way trunk groups terminating to COMCAST and COMCAST shall be responsible for forecasting and servicing the one-way trunk groups terminating to TDS TELECOM, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the Parties.
- 6.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 6.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

## **7. TRUNK DESIGN BLOCKING CRITERIA**

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

TABLE 1

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

## 8. TRUNK SERVICING

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

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

- 8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, unless otherwise agreed due to forecasted demand, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
  - 8.4.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
  - 8.4.1.3 Upon review of the TGSR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
  - 8.4.1.4 Those situations where more capacity exists than actual usage requires, and the Parties disagree on the quantity of trunks to disconnect, will be handled via the dispute resolution process pursuant to Section 16 of the General Terms and Conditions.
- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 8.5.1 Within ten (10) business days after receipt of the TGSR.
  - 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process.
  - 8.5.3 In all cases, either Party upon receipt of an ASR will issue the FOC to the other Party within three (3) business days after receipt of the ASR.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among TDS TELECOM and COMCAST work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.6.1 Orders greater than four (4) DS-1's to a single Central Office, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

- 8.7 COMCAST will be responsible for engineering its network on its side of the Point of Interconnection (POI). TDS TELECOM will be responsible for engineering its network on its side of the POI.
- 8.8 Where facilities are available, and unless otherwise agreed, due dates for the installation of Local Interconnection Trunks covered by this Appendix shall be no longer than ten (10) business days from receipt of a request by either Party. If either COMCAST or TDS TELECOM is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule the date no more than seven (7) days from the original date.
- 8.9 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 6.0 using Design Blocking Objectives stated in section 7.1.

## 9. TRUNK DATA EXCHANGE

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

## 10. NETWORK MANAGEMENT

### 10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or

failure or focused overload. COMCAST and TDS TELECOM will immediately notify each other of any protective control action planned or executed.

## 10.2 Expansive Controls

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

## 10.3 Mass Calling

10.3.1 COMCAST and TDS TELECOM shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

# 11. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

**APPENDIX NIM  
(NETWORK INTERCONNECTION METHODS)**

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**APPENDIX NIM  
(NETWORK INTERCONNECTION METHODS)**

**1. INTRODUCTION**

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

**2. PHYSICAL ARCHITECTURE**

- 2.1 TDS TELECOM's network is partly comprised of End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. TDS TELECOM's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for the Vermont LATA 124. Where the Parties elect to interconnect indirectly, the physical architecture plan will be completed within thirty (30) days from COMCAST's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. Where the Parties elect to interconnect directly, the physical architecture plan will be completed within sixty (60) days from COMCAST's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. COMCAST and TDS TELECOM agree to Interconnect their networks through existing and/or new Interconnection facilities between COMCAST switch(es) and TDS TELECOM's End Office(s). Where the Parties

elect to interconnect via direct trunking, the physical architecture plan will, at a minimum, include the location of COMCAST's switch(es) and TDS TELECOM End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in the LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 At least one POI must be established at or within the TDS TELECOM company's serving area boundary. Additional POIs may be established for each central office switch where COMCAST and TDS TELECOM interconnect directly, as specified in Appendix ITR Section 4. The Parties shall mutually agree on the selection of new POIs. In some cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each End Office within a TDS TELECOM company's service area. Both Parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.4 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.5 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).
- 2.6 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.7 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

## 2.8 Technical Interfaces

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

## 3. **METHODS OF INTERCONNECTION**

### 3.1 Leased Facility Interconnection ("LFI")

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

### 3.2 Fiber Meet Interconnection

- 3.2.1 Fiber Meet Interconnection between TDS TELECOM and COMCAST can occur at any mutually agreeable, economically and technically feasible point(s) between COMCAST's premises and a TDS TELECOM End Office.
- 3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETWORK (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 5 of Appendix ITR shall be provisioned over this facility.
- 3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties will share the investment of the fiber as mutually agreed such that neither Party bears a disproportionate share of the investment. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall

be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

3.2.4 There are four basic Fiber Meet design options.

3.2.4.1 Design One: COMCAST's fiber cable (four, or some integral multiple thereof, fibers) and TDS TELECOM's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the COMCAST and TDS TELECOM locations. This Interconnection point would be at a mutually agreeable location. The Parties' fiber cables would be terminated on fiber termination panel(s) and then cross-connected with jumpers jointly provided by the Parties. Each Party would supply a fiber optic terminal (FOT) at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

3.2.4.2 Design Two: COMCAST will provide fiber cable to the last entrance (or TDS TELECOM designated) manhole at the TDS TELECOM's End Office switch. TDS TELECOM shall make all necessary preparations to receive and to allow and enable COMCAST to deliver fiber optic facilities into that manhole. COMCAST will provide a sufficient length of Optical Fire Resistant (OFR) cable for TDS TELECOM to pull the fiber cable through the TDS TELECOM cable vault and terminate on the TDS TELECOM fiber distribution frame (FDF) in TDS TELECOM's office. COMCAST shall deliver and maintain such strands wholly at its own expense up to the POI. TDS TELECOM shall take the fiber from the manhole and terminate it inside TDS TELECOM's office on the FDF at TDS TELECOM's expense. In this case the POI shall be at the TDS TELECOM designated manhole location.

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

- 3.2.4.4 Design Four: Both COMCAST and TDS TELECOM each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. TDS TELECOM will provide the fibers associated with the “working” side of the system. COMCAST will provide the fibers associated with the “protection” side of the system. The Parties will work cooperatively to terminate each other’s fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the TDS TELECOM location.
- 3.2.5 The COMCAST location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from TDS TELECOM. This location is COMCAST’s responsibility to provision and maintain.
- 3.2.6 The TDS TELECOM location includes all TDS TELECOM FOTs, multiplexing and fiber required to terminate the optical signal provided from COMCAST. This location is TDS TELECOM's responsibility to provision and maintain.
- 3.2.7 TDS TELECOM and COMCAST shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.
- 3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.
- 3.2.9 COMCAST and TDS TELECOM will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s, DS3s or STS-1s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by COMCAST and TDS TELECOM.

### 3.3 Indirect Interconnection

- 3.3.1 The Parties agree that where traffic volumes require less than twenty-four (24) trunks, such traffic shall be exchanged by transiting through third party LEC tandems (in this case Verizon, or its successor, Fairpoint) unless otherwise agreed by both Parties. Each Party shall be financially and operationally responsible for the costs incurred with providing facilities from its network to the Point of Interconnection (POI) for the exchange of such traffic.
- 3.3.2 Where the traffic exchanged between COMCAST and a specific TDS TELECOM host or end office switch requires twenty-four (24) or more trunks or the Parties agree it is otherwise economically advantageous, either Party may request to implement direct trunks to a POI associated with the specific host or end office switch in accordance with Appendix ITR Section 4. The Parties agree to negotiate in good faith to reach agreement to accommodate direct interconnection.

#### **4. RESPONSIBILITIES OF THE PARTIES**

- 4.1 If COMCAST determines to offer local exchange service within a TDS TELECOM area, COMCAST shall provide written notice to TDS TELECOM of the need to establish Interconnection. Such request shall include (i) COMCAST's Switch address, type, and CLLI; (ii) COMCAST's requested Interconnection activation date; and (iii) a non-binding forecast of COMCAST's trunking and facilities requirements.
- 4.2 Upon receipt of COMCAST's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 If COMCAST deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional TDS TELECOM Central Offices, COMCAST shall provide written notice to TDS TELECOM to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If TDS TELECOM deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional COMCAST Central Offices in such local exchange, TDS TELECOM shall be entitled, upon written notice to COMCAST, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.
- 4.4 COMCAST and TDS TELECOM shall work cooperatively to install and maintain a reliable network. COMCAST and TDS TELECOM shall exchange appropriate

information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.5 COMCAST and TDS TELECOM will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Appendix.

4.6 COMCAST and TDS TELECOM shall:

4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

4.6.2 Notify each other when there is any change affecting the service requested, including the due date.

4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

## 5. JOINT FACILITY GROWTH PLANNING

5.1 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties and are to be deployed in accordance with the processes described in Appendix ITR.

5.2 For a Fiber Meet Interconnection, an initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

### 5.2.1 Criteria:

5.2.1.1 Investment is to be minimized.

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

### 5.2.2 Processes:

5.2.2.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party.

Actual system augmentations will be initiated upon mutual agreement.

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

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

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

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

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

## **6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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



## **APPENDIX NUMBER PORTABILITY**

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**APPENDIX NP  
NUMBER PORTABILITY**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by TDS TELECOM and COMCAST.
- 1.2 The prices at which each Party agrees to provide the other Party with Number Portability are contained in the applicable Appendix PRICING and/or the applicable tariff where stated.

**2. PERMANENT NUMBER PORTABILITY**

2.1 General Terms and Conditions

- 2.2 The Parties agree to at all times adhere to all FCC orders, NANC and Industry Numbering Committee guidelines that establish the technology and standards for Local Number Portability.

- 2.2.1 TDS TELECOM may cancel any line-based calling cards associated with telephone numbers ported from their switch.

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

- 2.2.2.1 Port requests of 51 or more numbers;

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

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

- 2.2.3 The Parties shall adhere to reserved number standards as set by the FCC.

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

2.3 Obligations of Both Parties

- 2.3.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in

which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

- 2.3.2 Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.3.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.3.4 Intercompany testing shall be performed prior to the submission of actual porting orders.
- 2.3.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.3.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation processes.
- 2.3.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 2.3.8 The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order. The 10-digit trigger will remain active on the porting-out Party's switch until the first business day following the port due date at which time the line shall be physically disconnected from the porting-out Party's switch.

#### 2.4 Limitations of Service

- 2.4.1 Telephone numbers can be ported only within TDS TELECOM rate centers or rate districts, which ever is a smaller geographic area, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days, either Party may invoke the dispute resolution procedures under this Agreement.
- 2.4.2 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

## 2.5 Service Descriptions

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

## 2.6 Pricing

- 2.6.1 The price of PNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which TDS TELECOM is a concurring carrier. COMCAST will perform N-1 queries at prices no higher than TDS TELECOM provides for in its applicable tariff.
- 2.6.2 Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified in Appendix Pricing, or a Party's applicable tariff, the Parties agree not to charge each other, or any of the other Party's End Users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent either Party requests porting to be performed outside of other Party's regular working hours, or the work requires the porting-out Party's technicians or project managers to work outside of regular working hours, premium time and material charges shall apply.

**3. MASS CALLING****3.1 General Terms and Conditions**

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

**4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

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## APPENDIX NUMBERING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which TDS TELECOM and COMCAST will coordinate with respect to NXX assignments.

### 2. GENERAL TERMS AND CONDITIONS

- 2.1. Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2. Parties agree to adhere to all FCC orders, and NANC and INC Guidelines related to Central Office Code administration and Thousands-Block Number Pooling.
- 2.3. Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party at all times.
- 2.4. Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 2.5. Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.6. Test Numbers
  - 2.6.1. Each Party is responsible for providing to the other, valid test numbers. One number terminating to a voice announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers

should remain in service indefinitely for regressive testing purposes.

**3. APPLICABILITY OF OTHER RATES; TERMS AND CONDITIONS**

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

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## APPENDIX PRICING

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for TDS TELECOM and COMCAST.
- 1.2 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by a Party under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if a Party provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by the Parties hereto.
- 1.3 Except as otherwise agreed upon by the Parties in writing or by the publication of or concurrence in tariffs or price lists filed with the FCC or the Commission, a Party shall not be required to provide the other Party a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.4 The pricing list is in Attachment A found in this Appendix PRICING.

### 2. RECURRING CHARGES

- 2.1 Unless otherwise identified in Attachment A of this Appendix PRICING, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated services, if applicable, will be specified in the rate table included in this Appendix.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, the Parties will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, the fractional mileage will be rounded up to the next whole mile before determining the mileage and applying rates.

### 3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges.”
- 3.2 A party (“Submitting Party”) shall pay a service order processing/administration charge for each service order submitted by Submitting Party to the other Party.
- 3.3 Some items, which must be individually charged (e.g., extraordinary charges, COMCAST Changes, TDS TELECOM Changes, etc.), are billed as nonrecurring charges.
- 3.4 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Attachment A.
- 3.5 All charges assume work performed during normal business hours (8:00 AM to 5:00 PM Monday through Friday). For work requested outside of normal business hours or on weekends and holidays, premium rates will apply.

#### **4. BILLING**

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

#### **5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

**TDS TELECOM- Comcast  
Contracted Interconnection Rates**

	TDS TELECOM-Comcast	
	Vermont	
	Monthly Recurring	Non Recurring
<b>Local Service Non-Recurring Charges (see Appendix NP)</b>		
Local Service Order (LSR)		
Per Initial Order:		\$20.00
Per Supplemental Order:		\$5.00
Directory Service Order (DSR)- per Order		\$5.00
Miscellaneous Testing and other Additional Labor- each half hour or fraction thereof		
Overtime per employee	\$	34.97
Premium Time per employee	\$	46.63
<b>RECIPROCAL COMPENSATION (see Appendix Recip Comp)</b>		
<b>Local Traffic Termination**</b>		Bill and Keep**
Should Local Traffic become out of balance (>60/40) a reciprocal Local Traffic Termination rate shall be developed and this Attachment shall be updated to incorporate such rate.		
<b>WHITE PAGES (see Appendix WP)</b>		
<b>Directory</b>		
Per book copy delivered to COMCAST End User		\$5.00
Per Book copy Delivered in Bulk to COMCAST <i>*5% discount on orders over 500</i>		\$5.00*
Per Single Sided Informational Page		\$100.00
<b>PERCENT LOCAL USAGE FACTOR (PLU) (See Appendix Recip Comp)</b>		
TDS Telecom Originated- COMCAST Terminated Traffic (PLU)		TBD
COMCAST Originated- TDS Telecom Terminated Traffic (PLU)		TBD

# **APPENDIX RECIPROCAL COMPENSATION**



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

**1. INTRODUCTION**

1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by TDS TELECOM and COMCAST.

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

2.1 The Telecommunications traffic exchanged between COMCAST and TDS TELECOM will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

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

2.1.2 "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges. Subject to Section 4 of the General Terms and Conditions, the Parties rights and obligations with respect to intercarrier compensation that may be due in connection with their exchange of telecommunications traffic delivered to Internet Service Providers (ISPs) (Internet Traffic) shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

- 2.1.3 For purposes of this Agreement and subject to Section 4 of the General Terms and Conditions of this Agreement, "IP-Enabled Voice Traffic" means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:
- 2.1.3.1 Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
  - 2.1.3.2 Voice traffic originated on the PSTN, and which terminates on IPC, and
  - 2.1.3.3 Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.
- 2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, including calls that originate to or terminate from virtual NXX ("VNXX") numbers. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4 of this Appendix.
- 2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. COMCAST and TDS TELECOM agree to terminate each other's ISP-Bound Traffic on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.
- 2.4 When COMCAST establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 2.5 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number

ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

- 2.6 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP"), where applicable, of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location, not the location where the call enters the PSTN. Where the CPN and the called party number are in the same exchange or other non-optional extended local calling area, the traffic shall be exchanged pursuant to Section 4 of this Appendix.
- 2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, Wide Area Telecommunications Services (WATS) access lines.
- 2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days written notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties. Notwithstanding the forgoing, a denial by the noticed Party that traffic is being improperly routed shall invoke the dispute resolution procedures provided in Section 16 of the Agreement.
- 2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

### **3. RESPONSIBILITIES OF THE PARTIES**

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to

the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

- 3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telecordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.
- 3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP, where applicable, and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, where applicable, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

#### **4. LOCAL TRAFFIC COMPENSATION**

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Appendix PRICING.
- 4.2 Based on the assumption that the Local Traffic exchanged by the Parties will be roughly balanced (i.e., neither Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic), the Parties shall initially terminate each other's Local Traffic on a Bill and Keep basis.

4.3 Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that the traffic is no longer in balance, based on traffic exceeding the out-of-balance percentage for three (3) consecutive months, either Party may notify the other of their intent to bill for Local Traffic termination. At such time, the Parties shall mutually agree upon and amend Appendix PRICING to incorporate rates for transport and termination of Local Traffic which shall be utilized for the duration of the Term of this Agreement unless otherwise agreed by the Parties. A minimum of ninety (90) days written notice is required prior to the first billing of mutual compensation.

4.4 End Office Termination Rate

4.4.1 If the Parties invoke billing for Local Traffic termination pursuant to Section 4.3 of this Appendix, the End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

**5. BILLING FOR MUTUAL COMPENSATION**

5.1 Direct Interconnection

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

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

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

5.1.2.2 If the unidentified traffic exceeds five percent (5%) of the total traffic, fifty percent (50%) of the unidentified traffic shall be billed at a rate equal to interstate access charges and fifty percent (50%) shall be billed at a rate equal to intrastate access charges.

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

## 5.2 Indirect Interconnection

5.2.1 For any overflow traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each TDS TELECOM operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and intraLATA toll) originating traffic would represent the PLU factor.

5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified in § 38 of the General Terms and Conditions of this Agreement.

5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than one hundred eighty (180) days.

## 6. **APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS**

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

**APPENDIX WP**



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**APPENDIX WP  
(WHITE PAGES DIRECTORY)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions that shall apply to COMCAST for inclusion of End User Listings in TDS TELECOM White Page Telephone Directories and Directory Assistance databases provided by TDS TELECOM.
- 1.2 The prices at which TDS TELECOM agrees to provide COMCAST with White Page and Directory Assistance database services are contained in the applicable Appendix PRICING.

**2. SERVICE PROVIDED**

- 2.1 TDS TELECOM publishes White Pages (WP) directories for geographic areas in which COMCAST also provides local exchange telephone service, and COMCAST wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 COMCAST also desires distribution to its End Users of the WP directories that include listings of COMCAST's End Users.
- 2.3 TDS TELECOM shall provide COMCAST and its End Users access to WP and/or directory listings under the following terms:
  - 2.3.1 COMCAST shall furnish to TDS TELECOM via a Local Service Request (LSR) or Directory Service Request (DSR) all new, changed and deleted subscriber listing information pertaining to COMCAST End Users located within the local directory scope, along with such additional information as TDS TELECOM may require to prepare and print the alphabetical listings of said directory. COMCAST may provide COMCAST's subscriber listing information to TDS TELECOM for inclusion in the WP directory up to ten (10) days prior to the business office close date. Applicable service order charges as set forth in Appendix PRICING shall apply. TDS TELECOM will provide the business office close date(s) to COMCAST for the WP directory immediately following the execution of this Agreement by both Parties and, following that, once annually at least one-hundred twenty (120) days in advance of future business office close dates.
  - 2.3.2 So long as COMCAST provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all COMCAST End Users located within the local directory scope. TDS TELECOM will also

include, where applicable for COMCAST business End Users, one alphabetical, non-bold yellow page listing on the same basis as provided for TDS TELECOM business End Users.

- 2.3.3 Additional, designer and foreign listings will be offered by TDS TELECOM upon request at tariffed rates as set forth in applicable TDS TELECOM General Subscriber Services Tariffs.
- 2.3.4 COMCAST's End User listings will be alphabetically interfiled with TDS TELECOM's subscriber listings of the WP directory. After the business office close date for a particular directory, TDS TELECOM shall provide COMCAST the directory publisher's interfiled proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each COMCAST End User. COMCAST shall review this verification list upon receipt and shall submit to TDS TELECOM any necessary additions, deletions or modifications within five (5) Business Days.
- 2.3.5 Each COMCAST subscriber will receive one copy per primary End User listing of TDS TELECOM's WP directory in the same manner and at the same time that they are delivered to TDS TELECOM's subscribers during the annual delivery of newly published directories. TDS TELECOM has no obligation to provide any additional WP directories above the directories provided to COMCAST or COMCAST customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, COMCAST may provide to TDS TELECOM written specifications of the total number of directories that it will require, at least sixty (60) days prior to the business office directory close date. In that event, TDS TELECOM will deliver the remaining directories included in the COMCAST's order in bulk to an address specified by COMCAST.
- 2.3.6 TDS TELECOM will provide COMCAST with 1/8<sup>th</sup> page in each directory (where COMCAST has or plans to have local telephone exchange customers) for COMCAST to include COMCAST specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, COMCAST shall provide TDS TELECOM with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of COMCAST's camera-ready copy shall be subject to TDS TELECOM's approval, which shall not unreasonably be withheld.
- 2.3.7 At its request, COMCAST may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area

where COMCAST provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than TDS TELECOM's "Informational Pages". Sixty (60) calendar days prior to the business office directory close date, COMCAST shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.

- 2.3.8 TDS TELECOM will include and maintain COMCAST End User listings in TDS TELECOM's Directory Assistance databases. To the extent that TDS TELECOM's directory assistance listings are maintained in a database administered by a third party, COMCAST shall cooperate with TDS TELECOM as needed to have COMCAST listings loaded into such database. COMCAST shall provide such Directory Assistance listings to TDS TELECOM at no charge.
- 2.3.8.1 The Parties acknowledge that at the time of execution of this Agreement, TDS TELECOM is unable to load CLEC End User listings into the Directory Assistance database administered by Verizon, or its successor Fairpoint.
- 2.3.8.2 TDS TELECOM agrees to use commercially reasonable efforts to establish a Directory Assistance database feed with Verizon (Fairpoint) and upon completion shall include CLEC listing information on the same basis as TDS TELECOM provides for its customer listings.
- 2.3.8.3 Until such time as TDS Telecom is able to load CLEC customer listings into the DA database administered by Verizon (Fairpoint) TDS Telecom shall process CLEC Local Service Orders at a reduced rate of \$10/LSR and Directory Service Orders at no charge. Upon written notice to CLEC indicating that the DA database feed has been established CLEC shall within thirty (30) days provide a written response to TDS Telecom as to whether CLEC will use the TDS Telecom interface of loading CLEC customer listings into the DA database and all subsequent service orders will be assessed the rates listed in Appendix Pricing. If no response is provided by the CLEC within thirty (30) days of such notice of availability from TDS Telecom, all subsequent service orders will be assessed the rates listed in Appendix Pricing. Notwithstanding the foregoing, CLEC, in its sole discretion, may elect in writing not to use the TDS Telecom interface for loading CLEC customer listings into the DA database in which case service order pricing shall continue at the reduced rate of \$10/LSR and Directory Service Orders at no charge.
- 2.3.9 COMCAST shall provide to TDS TELECOM, pursuant to the LSR or DSR provisioning process as described in Section 2.3.1 above, the names,

addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in WP directories (Non-published). Non-Published listings will be subject to the rates as set forth in TDS TELECOM's applicable General Subscriber Services Tariff. Comcast is responsible to properly reflect in the LSRs or DSRs where the name, address and telephone number(s) of its End User is omitted from the directory assistance database, the WP directories, or both.

### **3. USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 COMCAST authorizes TDS TELECOM to include and use the subscriber listing information provided to TDS TELECOM pursuant to this Appendix in TDS TELECOM's appropriate printed WP directory and Directory Assistance database(s). Included in this authorization is the exchange of extended area service listings TDS TELECOM provides for Independent Company directory publications and release of COMCAST listings to requesting competing carriers solely as required by Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is TDS TELECOM's use of COMCAST's subscriber listing information in TDS TELECOM's current and future directory.
- 3.2 TDS TELECOM will take appropriate measures to guard against any unauthorized use of COMCAST's directory listing information using the same measures and at the same level of confidentiality that TDS TELECOM affords its own directory listing information.

### **4. PRICING**

- 4.1 The rates for the services described herein are identified in Appendix PRICING. If COMCAST provides its subscriber listing information to TDS TELECOM's listings database, TDS TELECOM will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to COMCAST End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to COMCAST. Included in this rate, COMCAST will receive for its End User, one primary listing in TDS TELECOM's WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either COMCAST's End Users, or in bulk to the COMCAST location. TDS TELECOM has no obligation to warehouse WP directories for COMCAST or provide WP directories to COMCAST's End Users subsequent to the annual distribution of newly published directories.
- 4.2 TDS TELECOM has no obligation to provide any additional WP directories above the number of directories distributed to the COMCAST End Users or forecast by COMCAST per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to COMCAST or COMCAST's End Users

after the annual distribution of newly published directories, TDS TELECOM will in good faith attempt to accommodate COMCAST requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.3.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, TDS TELECOM will provide the directories in bulk to COMCAST and will assess a per book charge.

## **5. LIABILITY & INDEMNIFICATION**

- 5.1 COMCAST hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in COMCAST's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or COMCAST's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. The above notwithstanding, TDS TELECOM shall indemnify COMCAST for claims by third parties for errors in directory listings to the extent, and only to the extent, such claims are caused by the intentionally wrongful acts or gross negligence of TDS TELECOM or its employees.
- 5.2 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## **6. BREACH OF CONTRACT**

- 6.1 If either Party is found to have materially breached this Appendix and the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of TDS TELECOM's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

**7. TERM**

- 7.1 The term of this Appendix shall be coterminous with the term of the Interconnection Agreement. Upon termination, where no successor interconnection agreement is being negotiated, arbitrated or adopted, TDS TELECOM shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by COMCAST, and shall promptly return such subscriber listing information to the COMCAST.
- 7.2 Upon termination of the Interconnection Agreement, where no successor interconnection agreement is being negotiated, arbitrated or adopted, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

**8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

**APPENDIX 911**



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**APPENDIX E911****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions that shall apply for 911 (E911) arrangements.

**2. 911 SERVICE**

- 2.1 911 Arrangements are arrangements for routing 911 calls from a Party's Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area.
- 2.2 As of the Effective Date of this Agreement, TDS Telecom is not the 911 service provider serving the PSAP and each party is solely responsible for making their own 911 Arrangements to connect to the current 911 service provider and for making updates on a timely basis to the ALI database for their respective Customers. In the event that TDS Telecom becomes the 911 service provider for any exchange where Comcast is providing service under this Agreement, TDS Telecom will provide Comcast advance notice of no less than one hundred eighty (180) days and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by TDS Telecom to Comcast.

**WUTC Docket No. UT-083055**  
**Comcast Responses to Bench Requests**  
**December 15, 2008**

**Bench Request No. 3:**

Please identify the docket numbers of the ICAs between Comcast and other ILECs that the Commission has approved.

**Response:**

Docket No. UT-023067 (Verizon)  
Docket No. UT-053007 (Qwest)  
Docket No. UT-053082 (CenturyTel)  
Docket No. UT-053035 (Embarq)  
Docket No. UT-083012 (Ycom).

Prepared by: Beth Choroser  
Date: December 15, 2008

**WUTC Docket No. UT-083055**  
**Comcast Responses to Bench Requests**  
**December 15, 2008**

**Bench Request No. 4:**

(a) Please provide a copy of the FCC filing in which Comcast discontinued certain telecommunications services and/or a description and explanation of the services that were discontinued.

(b) What services does Comcast Phone of Washington, LLC, currently providing in Washington?

**Response:**

(a) A copy of the FCC filing was provided to the Commission in Docket No. UT-072024 but is attached to this response for ease of reference. This filing discontinued circuit-switched local voice telephony service, but Comcast Phone entities retained their state certification and continued to provide other telecommunications services.

(b) Comcast Phone of Washington, LLC, provides the following services in Washington:

1. Local Interconnection Service, which provides a connection to the public switched telephone network for interconnected voice over Internet protocol (“VoIP”) service providers, including telephone exchange and exchange access services, numbering resources, number portability, and E911 connectivity. The terms and conditions of the Local Interconnection Service offering can be found at

[http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/interconnection/Local\\_Interconnection\\_Service.pdf](http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/interconnection/Local_Interconnection_Service.pdf);

2. Exchange access service, which enables the more than 30 different interexchange carriers (“IXCs”) who obtain this service in Washington to complete calls from their customers to subscribers of the interconnected VoIP service providers that Comcast Phone of Washington, LLC, serves, and the terms and conditions of which can be found at

<http://www.comcast.com/corporate/about/phonetermservice/circuit-switched/statetariffs/washington.html>; and

3. Schools and Libraries Network Service, which Comcast Phone of Washington, LLC, offers but is not currently providing to any customers in Washington, is a high-speed data service that uses point to point T-1 circuits for the interconnection of local area networks (“LANs”) across the customer’s physical locations, as well as telephone exchange and exchange access service offerings. The terms and conditions of the schools and libraries service can be found at

<http://www.comcast.com/MediaLibrary/1/1/About/PhoneTermsOfService/PDF/DigitalPhone/StateTariffs/Washington/WA%20Service%20Guide%20Section%209.pdf>.

Prepared by: Beth Choroser  
Date: December 15, 2008



Comcast Cable  
15815 25th Ave. West  
Lynnwood, WA 98087

UT-072024  
11-7-07

October 10, 2007

Carole Washburn, Executive Secretary  
Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive SW  
P.O. Box 47250  
Olympia, WA 98504-8002

Re: Application of Comcast Phone of Washington, LLC to the FCC to Discontinue  
Service to Customers in Washington

Dear Ms. Washburn:

Enclosed please find a copy of the Application that Comcast Phone of Washington, LLC recently made with the Federal Communications Commission seeking Authority to Discontinue the Provision of Facilities Based and Resold Telecommunications Services to customers in Washington.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

Janice Burch  
Manager, Government Affairs

Enclosure

RECEIVED  
RECORDS MANAGEMENT  
07 OCT 12 AM 8:27  
OFFICE OF THE  
UTILITY AND TRANSPORTATION  
COMMISSION

**STAMP & RETURN**

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**FILED/ACCEPTED**

**OCT - 9 2007**

Federal Communications Commission  
Office of the Secretary

In the Matter of )  
Section 63.71 Application of )  
**Comcast Phone of Washington, LLC** )  
)  
for Authority Pursuant to )  
Section 214 of the Communications )  
Act to Discontinue the Provision )  
of Facilities-Based and Resold )  
Telecommunications Services to )  
Washington customers )

File No. \_\_\_\_\_

**SECTION 63.71 APPLICATION**

Comcast Phone of Washington, LLC d/b/a Comcast Digital Phone ("Comcast Phone"), hereby seeks authorization pursuant to Section 214(a) of the Communications Act of 1934, as amended, 47 U.S.C. § 214(a), and Section 63.71 of the Commission's Rules, 47 C.F.R. § 63.71, to discontinue its provision of interstate telecommunications services to its customers in Washington.<sup>1</sup> In support of this Application, Comcast Phone provides the following information:

**I. Information Required by 47 C.F.R. § 63.71(a)(1) – (a)(4)**

**1. Name and Address of Carrier**

Comcast Phone of Washington, LLC  
1500 Market Street  
Philadelphia, PA 19102  
Attn: Brian A. Rankin

<sup>1</sup> On September 26, 2007, Comcast Phone of Oregon, LLC filed an application to discontinue service to Washington state customers in Vancouver and Clark County. As of this filing, that application has not yet been docketed. This application is to discontinue service to Washington customers served by Comcast Phone of Washington, LLC.

## **2. Date of Planned Service Discontinuance**

Comcast Phone plans to discontinue its provision of telecommunications service in Washington on or after November 28, 2007, but no earlier than 31 days after the Commission releases public notice of this filing. Further, the proposed November 28, 2007 disconnection will be a "soft disconnect" only. Customers will continue to be able to call emergency services ("911") as well as the Comcast Phone call center until December 28, 2007 (or one month after the authorized disconnection date).

## **3. Points of Geographic Areas of Service Affected**

Comcast Phone currently provides interstate (and intrastate) telecommunications service throughout Washington state. Through this Application, Comcast Phone seeks authority to discontinue providing service to customers in Washington. Comcast Phone is following the appropriate Washington state laws for discontinuance of the applicable intrastate telecommunications services. Comcast Phone will assist affected customers during their transition to new carriers.

## **4. Description of Type of Service Affected**

The services that Comcast Phone seeks authority to discontinue pursuant to this application are: local exchange and interexchange telephone services.

## **II. Notice to Customers**

In accordance with 47 C.F.R. § 63.71(a), Comcast Phone has notified all affected customers of the planned discontinuance of service. Specifically, Comcast Phone sent letters via first class U.S. Mail to each of the affected customers on August 14, 2007, which included all the information required by 47 C.F.R. § 63.71(a)(1) – (a)(4), as well as the statement applicable to non-dominant carriers set forth in 47 C.F.R. § 63.71(a)(5)(i). Copies of the notification letters

are provided as Attachments 1 and 2. Attachment 2 was mailed to customers who have asked that Comcast not send them any solicitations. Attachment 1 was sent to all other Comcast Digital Phone customers.

**III. Notice to States and the Dept. of Defense**

In accordance with 47 C.F.R. 63.71(a), Comcast Phone has mailed a copy of this Application to the Governor of Washington, the Washington Utilities and Transportation Commission, and the Secretary of Defense.

**IV. Non-Dominant Status**

Comcast Phone is a non-dominant carrier in the local exchange and interexchange services markets.

**V. Designated Contacts**

Correspondence concerning this Application should be directed to:

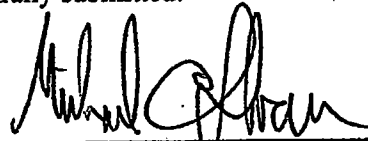
Michael C. Sloan  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Avenue, N.W.  
Suite 200  
Washington, DC 20006  
(202) 973-4227  
[michaelsloan@dwt.com](mailto:michaelsloan@dwt.com)



WHEREFORE, Comcast Phone of Washington, LLC respectfully requests that the Commission authorize it to discontinue service to its Washington customers on or after November 28, 2007, or 31 days after the Commission releases public notice of this filing, whichever date is earlier.

Respectfully submitted:

By:



Michael C. Sloan  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Ave., N.W., Suite 200  
Washington, D.C. 20006  
Telephone: (202) 973-4200  
Facsimile: (202) 973-4499

Counsel for Comcast Phone of Washington, LLC

Dated: October 9, 2007



P.O. Box 97002  
Lynnwood, WA 98046-9702

August 14, 2007

## YOU MUST CHOOSE A NEW LOCAL AND LONG DISTANCE TELEPHONE SERVICE.

Dear

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings and that effective on November 28, 2007, Comcast will no longer be providing its current Digital Phone service in your community.

**Your action is required! Because Comcast will discontinue all Digital Phone service in Washington as of November 28, 2007, you need to select a new telephone service plan as soon as possible if you wish to retain your current telephone number and assure continuity of service. (Note: Comcast Digital Voice is a separate and different service and will continue to be provided.) You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service.**

You also have the opportunity to experience the simplicity, convenience and value of our new and improved residential home phone service, Comcast Digital Voice, for just \$19.99 a month for the first twelve months. With Comcast Digital Voice service, you won't have to worry about complicated calling plans or calling rates that fluctuate based on the time of day. You'll enjoy unlimited calling to anyone, anytime, anywhere throughout the U.S., Canada and Puerto Rico.

**With Comcast Digital Voice you will enjoy all these benefits:**

- 12 popular calling features such as Caller ID, Call Waiting, Three-way calling and Voice Mail
- **Free and easy installation**—works with existing phones and jacks
- Keep your current phone number
- **30-day money-back guarantee**
- No contract requirement
- **Enhanced 9-1-1**, which means your home address and telephone number are automatically sent to your local emergency services dispatcher if you call 9-1-1

We are confident you'll agree that Comcast Digital Voice is a simple and easy solution to your local, in-state and long distance calling needs. If you switch to Comcast Digital Voice, you will also have the added convenience of receiving one bill for all of your Comcast services. **Make the easy switch to Comcast Digital Voice** and start enjoying unlimited calling and the unique benefits of Comcast's service offerings today. You may transfer your current service to the digital voice service today by calling Comcast at 1-877-777-1262.

You do have the option to purchase local and long distance telephone service from other service providers in your area. A list of alternative service providers may be found in the front of your local telephone directory.

**We urge you to act quickly to select Comcast Digital Voice or another new service provider in order to retain an active phone service.**

This proposed discontinuance of your local telephone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the 63.71 application of the Comcast Phone of Washington, LLC, as applicable. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

### **TAKE ACTION NOW**

Please take immediate action to select a telephone service of your choice. **If you do not switch your service before November 28, 2007, your service will be terminated and you may not be able to retain your current telephone number.** Please take action **NOW** to avoid interruption in your service. If you have any questions, please call Comcast Customer Service at: 1-877-777-1262.

Sincerely,

Comcast

**Attachment 1**  
**Sample Customer Notification Letter**

Offer expires 11/28/07. Offer may not be combined with any other offers. Comcast Digital Voice® offer available to residential customers only in Comcast serviceable areas (and may not be transferred), located at wired and serviceable locations. The Comcast Unlimited™ Package applies to direct-dial calls from your home to locations in the United States, Canada, Puerto Rico, US Virgin Islands, Guam and Saipan/N. Mariana Islands. No separate long distance carrier connection available. Plan does not include international calls. An EMTA (which may also be used for Comcast High-Speed Internet service) is required; Comcast's current monthly fee is \$3.00. Equipment fees are additional. After 12-month promotion, regular rates apply unless service is canceled by calling Comcast. Current monthly rate for Comcast Digital Voice varies from \$39.95-\$44.95 depending on other Comcast services subscribed to, if any. Installation offer limited to standard installation. Custom installation charges are additional. Pricing shown does not include federal, state or local taxes and fees; our Regulatory Recovery Fee, which is not a tax or government required, or other applicable charges (e.g., per-call charges or international calling). Comcast Digital Voice® service (including 911/emergency service) may not function during an extended power outage. Certain customer premises equipment may not be compatible with Comcast Digital Voice services. Detailed account summary online is available through Comcast's monthly billing and not available as a special offered feature. Services are subject to terms and conditions of Comcast's subscriber agreements and other applicable terms and conditions. Restrictions apply. Call 1-877-777-1262 for details. ©2007 Comcast. All rights reserved.

DTS\_AGT\_AUG07\_NP

**Attachment 2**  
**Sample Customer Notification Letter**



P.O. Box 97002  
Lynnwood, WA 98046-9702

August 14, 2007

## **YOU MUST CHOOSE A NEW LOCAL AND LONG DISTANCE TELEPHONE SERVICE.**

Dear

Thank you for being a valued Comcast Digital Phone customer. This letter is to inform you that Comcast is changing its telephone service offerings and that effective on November 28, 2007, Comcast will no longer be providing its current Digital Phone service in your community.

**Your action is required! Because Comcast will discontinue all Digital Phone service in Washington as of November 28, 2007, you need to select a new telephone service plan as soon as possible if you wish to retain your current telephone number and assure continuity of service. (Note: Comcast Digital Voice is a separate and different service and will continue to be provided.) You must also select a new long distance provider if you use Comcast Digital Phone for your long distance service. A list of alternative service providers may be found in the front of your local telephone directory.**

This proposed discontinuance of your local telephone service is subject to regulatory approval by the Federal Communications Commission (FCC). The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20054, and include in your comments a reference to the 63.71 application of the Comcast Phone of Washington, LLC, as applicable. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

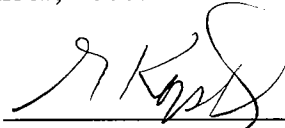
### **TAKE ACTION NOW**

Please take immediate action to select a telephone service of your choice. **If you do not switch your service before November 28, 2007, your service will be terminated and you may not be able to retain your current telephone number.** If you have any questions, please call Comcast Customer Service at: 1-877-777-1262.

Sincerely,

Comcast

Dated this 15th day of December, 2008.



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