



Control Number: 27989



Item Number: 1

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SIFUENTES, DRUMMOND & SMITH, LLP

JESÚS SIFUENTES • ERIC DRUMMOND • MIGUEL A. HUERTA • J. KAY TROSTLE • MARK W. SMITH

June 20, 2003

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78711-3326

RECEIVED
2003 JUN 20 PM 4:24
PUBLIC UTILITY COMMISSION
FILING CLERK

Re: Docket No. 21989 - *Joint Application of Pathway Com-Tel, Inc. and Dallas MTA, L.P. and San Antonio MTA, L.P. d/b/a Verizon Wireless for Approval of a Wireless Interconnection and Reciprocal Compensation Agreement Under the Federal Telecommunications Act of 1996*

Dear Filing Clerk:

In accordance with P.U.C. PROC. R. 22.308, enclosed for filing are an original and thirteen (13) copies of a Joint Application for Approval of a Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") between Pathway Com-Tel, Inc. and Dallas MTA, L.P. and San Antonio MTA, L.P. d/b/a Verizon Wireless (collectively referred to as "Applicants").

This Agreement is the result of negotiation and compromise between the Applicants. There are no outstanding issues between the Applicants that would require mediation or arbitration. The Applicants are jointly requesting that the Commission grant approval of this Agreement. In order to aid the Commission's review, the full Agreement is attached to this filing.

Please file-stamp the additional copies and return them via our courier. If you have any questions or comments, please contact me at 469-9933 or edrummond@utilitylaw.com.

Sincerely,



Eric H. Drummond

Attorney for Dallas MTA, L.P. and San
Antonio MTA, L.P. d/b/a Verizon Wireless

Enclosures

Filing Clerk
Public Utility Commission of Texas
June 20, 2003
Page 2

cc:

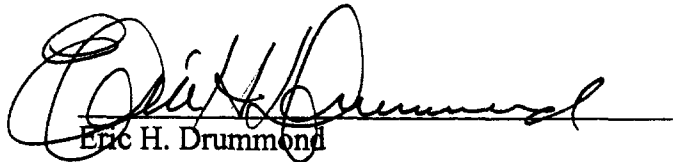
Mr. Don Kirkpatrick
Dallas MTA, L.P. and San Antonio MTA, L.P. d/b/a Verizon Wireless

Mr. Kirk Petty
Pathway Com-Tel, Inc.

Ms. Suzi McClellan
Office of Public Utility Counsel

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this has been mailed via first class mail or hand delivered to all parties of record on this 20th day of June, 2003.


Eric H. Drummond

DOCKET NO. _____

JOINT APPLICATION OF PATHWAY	§	BEFORE THE
COM-TEL, INC. AND DALLAS MTA,	§	
L.P. AND SAN ANTONIO MTA, L.P.	§	
D/B/A VERIZON WIRELESS FOR	§	
APPROVAL OF A WIRELESS	§	PUBLIC UTILITY COMMISSION
INTERCONNECTION AND	§	
RECIPROCAL COMPENSATION	§	
AGREEMENT UNDER THE FEDERAL	§	
TELECOMMUNICATIONS ACT OF	§	OF TEXAS
1996		

**JOINT APPLICATION OF PATHWAY COM-TEL, INC.
AND DALLAS MTA, L.P. AND SAN ANTONIO MTA, L.P. D/B/A
VERIZON WIRELESS FOR APPROVAL OF
A WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT UNDER THE FEDERAL TELECOMMUNICATIONS ACT OF 1996**

COMES NOW Pathway Com-Tel, Inc. ("Pathway") and Dallas MTA, L.P. and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Verizon Wireless") (collectively the "Applicants") to file this, their Joint Application for Approval of a Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") under the Telecommunications Act of 1996 and P.U.C. PROC. R. 22.308, and would respectfully show the Public Utility Commission of Texas ("Commission") the following:

I.

WIRELESS INTERCONNECTION AGREEMENT REACHED

The Applicants have executed the Agreement included as Attachment 1, and request that the Commission approve the Agreement pursuant to Section 252 of the Act and P.U.C. PROC. R. 22.308. The Agreement establishes the exchange of compensation for Commercial Mobile Radio Service ("CMRS") traffic originated on the network of Verizon Wireless and terminated

¹ Telecommunications Act of 1996, Pub L. No. 104-104, 110 Stat. 56 (codified as amended in various sections of 15 and 47 U.S.C.) ("Act").

on the network of Pathway or originated on the network of Pathway and terminated on the network of Verizon Wireless. This Agreement was reached under Section 251(a)(1), which is applicable to all telecommunications carriers, and Section 251(b)(5) of the Act, which is applicable to all Local Exchange Carriers. These provisions establish the Applicants' responsibilities for reciprocal compensation.

II.

REQUEST FOR APPROVAL

The Applicants jointly seek the Commission's approval of the Agreement, consistent with the provisions of Section 252 of the Act and P.U.C. PROC. R. 22.308. The Agreement complies with P.U.C. PROC. R. 22.308 because the Agreement is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier that is not a party to this Agreement.

The Applicants respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension, or other delay in its implementation. This is a bilateral Agreement reached as a result of good faith negotiations between the Applicants.

III.

STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Act and P.U.C. PROC. R. 22.308. Section 252(e) of the Act.

The affidavit of Mr. Don Kirkpatrick on behalf of Verizon Wireless, filed as Attachment 2, and the affidavit of Mr. Kirk Petty on behalf of Pathway filed as Attachment 3, establish that the Agreement satisfies these standards.

IV.
REQUESTED PROCEDURE

Given the relatively narrow scope of the approval process contemplated by Section 252(e) of the Act, Applicants suggest that the Commission adopt in this instance the procedure of (1) publishing notice and (2) soliciting on an expedited basis written comments (and reply comments, as necessary) on the relevant issues as they relate to this Agreement.

V.
RELIEF REQUESTED

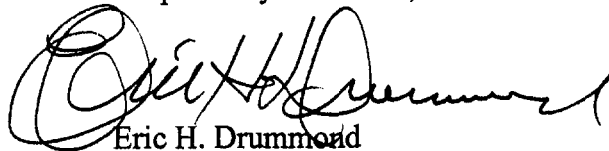
The Applicants request that the Commission provide the following relief:

1. Forthwith issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis.
2. Approve the Agreement as early as possible by Commission order.

VI.
CONCLUSION

For the reasons set forth above, the Applicants respectfully pray that the Commission approve the Agreement as requested by the Applicants.

Respectfully submitted,



Eric H. Drummond

State Bar No. 00785829

SIFUENTES, DRUMMOND & SMITH, L.L.P.

1002 West Avenue, Ste. 200

Austin, Texas 78701

(512) 469-9933 – Telephone

(512) 469-9944 – Fax

ATTACHMENT 1

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

**DALLAS MTA, L.P. AND SAN ANTONIO MTA L.P.
D/B/A VERIZON WIRELESS**

and

PATHWAY COM-TEL, INC.

TEXAS

AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

This Agreement is by and between Pathway Com-Tel, Inc., hereinafter referred to as "PATHWAY", and Dallas MTA, L.P. and San Antonio MTA, L.P. d/b/a Verizon Wireless ("Carrier") (collectively, the "Parties"). This Agreement is effective upon its execution between the undersigned parties and is subject to subsequent approval of the Texas Public Utility Commission.

This Agreement establishes the terms and conditions for the exchange of and compensation for Traffic originated on the network of PATHWAY and transited and terminated on the network of Verizon Wireless, or originated on the network of Verizon Wireless and transited and terminated on the network of PATHWAY.

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this section:

- 1.1 "Act" – The Communications Act of 1934 as amended by, inter alia, the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations, and orders of the FCC or a state regulatory Commission ("Commission") and as further interpreted in any judicial review of such rules, regulations, and orders.
- 1.2 "ISP" means a provider of enhanced services as defined in 47 C.F.R. § 64.702(a), information services as defined in 47 U.S.C. § 3(20), or an Internet Service Provider, which provides its customers the ability to obtain dial-up access to the Internet.
- 1.3 "ISP Traffic" means traffic to or from an ISP.
- 1.4 "LEC" means a Local Exchange Carrier as defined in the Act. This term does not include providers of Commercial Mobile Radio Service ("CMRS") as defined by the FCC.
- 1.5 "Local Calling Area" -- traffic that is originated on the network of one Party and terminates to the network of the other Party within the same MTA (Major Trading Area) as defined in the 47C.F.R. § 24.102 of the FCC Rules and Regulations.
- 1.6 "Party" means either Party to this Agreement.
- 1.7 "Tandem Switch" means an access tandem or other tandem switch in a LEC network equipped to provide interconnection between CMRS providers and LECs that is used to connect and switch traffic between and among central office switches and other telecommunications carriers' networks for the purpose of providing telephone exchange service and exchange access as defined in the Act.
- 1.8 "Telecommunications Carrier" is as defined in the Act.
- 1.9 "Traffic" – Non-ISP traffic that 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is transited over the network of a third party LEC, and 4) originates and terminates within the same MTA.
- 1.10 "Transiting Service" means switching and transport, if applicable, of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not.

2.0 INDIRECT TERMINATION.

The Parties agree to exchange Traffic and compensate each other as described in this Agreement. The Traffic subject to this Agreement is that originated from a subscriber on the network of the other Party via a third party Tandem Switch. The terminating Party shall be entitled to charge the originating Party transport and termination rate as set forth in Exhibit A.

3.0 USAGE MEASUREMENT.

3.1 When both Parties are able to measure and bill the actual amount of terminating traffic, each Party will record its terminating minutes of use for all calls between the Parties. Each Party will only bill the other Party for actual conversation minutes of use. Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called customer, whichever occurs first. Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each trunk group. MOU shall be collected and measured in minutes, seconds, and tenths of seconds. The Party collecting revenues shall be responsible for collecting, reporting, and remitting all applicable taxes associated therewith.

3.2 When only one of the Parties is able to measure the actual amount of traffic terminating on its network, the Parties agree to utilize a traffic split percentage to compute the non-recorded usage. For purposes of this calculation, the Parties agree to use the following traffic split percentages:

Land to Mobile	20%
Mobile to Land	80%

Terminating usage attributable to a non-recording Party will be calculated as follows: Terminating usage measured by the recording Party will be divided by the recording Party's corresponding traffic split percentage to yield a quotient representing 100% of all traffic and then the recording Party's terminating measured usage will be subtracted from the resulting quotient to determine the non-recording Party's terminating usage.

3.3 In the event detailed billing records are not available, summary billing reports may be utilized by the terminating Party in order to bill the originating Party. The originating Party will also be responsible for any Transiting Service charges assessed by such a third party Telecommunications Carrier.

3.4 If neither of the Parties is able to measure the actual amount of traffic terminating on its network and summary billing reports are not available, both Parties agree that the only compensation for traffic subject to this agreement will be in the form of the reciprocal services provided by the other Party, and no billings will be issued by either Party. Specifically, each Party will bill its own customers and retain the resulting revenues as full compensation for Traffic terminating on its network from the other Party.

4.0 BILLING AND PAYMENT.

4.1 Each Party (the "Billing Party") agrees to render accurate and timely bills to the other Party (the "Billed Party") for all facilities and services provided pursuant to this Agreement. Payment for all facilities and services provided hereunder is due thirty (30) calendar days from the bill date. If any undisputed amount due is not received by the Billing Party on the payment due date, the Billing Party may assess the Billed Party a late payment charge on the past due balance at an interest rate equal to one and one-half percent (1½%) per month, compounded daily or the maximum non-usurious rate of interest applicable under law. Late payment charges shall be included on the next statement.

4.2 Parties agree following is a complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement.

ACNA List: PPM - (PrimeCo PCS)
GMT - (GTE Mobilnet)
CRR - (GTE Mobilenet)

4.3 Parties agree to compensate each other for all verifiable terminating traffic, subject to the traffic split percentages provided in Section 3.2, and at the Traffic Termination Rate as specified in Appendix A, for a period not to exceed 12 months prior to the execution of this agreement. If the Parties are able to verify terminating traffic for this 12-month period, the Parties agree that the compensation paid for this 12-month period shall fully and finally settle all claims related to traffic exchanged between the Parties for all periods of time prior to the execution of this Agreement. If the amount of terminating traffic is not verifiable, the Parties agree not to bill each other for this 12-month period and to view this arrangement as fully and finally settling all claims related to traffic exchanged between the Parties for all periods of time prior to the execution of this Agreement.

5.0 BILLING DISPUTES.

If any portion of an amount due to the Billing Party is subject to a bona fide dispute between the Parties, the Billed Party shall, within 30 days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. An entire balance due on a bill cannot be disputed if only a few items are actually the cause of the dispute. Payment of the undisputed amount is required as a good faith effort to resolve the dispute. The Billed Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with late charges, if appropriate, upon final determination of such dispute. If the Parties are unable to resolve the issues related to the Disputed Amount in the normal course of business within 30 days after delivery to the Billing Party of notice of the Disputed Amount, then, at the written request of a Party, each Party will appoint, within five (5) business days after a Party's receipt of such request, a knowledgeable, responsible, representative at a higher level of management than the persons with direct responsibility for administration of this Agreement who has the authority to settle any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. No action or demand for arbitration, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than 1 year after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

6.0 CONFIDENTIALITY AND NON-DISCLOSURE.

The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

7.0 VERIFICATION REVIEWS.

Each Party is responsible for the accuracy of its data as submitted to the other Party provided in connection with performance under this Agreement. Upon sixty (60) days written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verifications of data involving records, systems, procedures and other information related to the services performed by either Party as related to this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

8.0 COMPLIANCE WITH AND GOVERNING LAWS.

The Parties shall comply with any applicable orders, rules or regulations of the FCC, appropriate State Commissions and Federal and State law during the term of this Agreement. The validity of this Agreement, and the construction and enforcement of its terms, and the interruption of the rights and duties of the Parties will be governed by the Act, FCC rules and regulations, Commission rules and regulations, and the domestic laws of the State.

9.0 TAXES.

The Parties agree that each Party shall be responsible for collecting, reporting and remitting all taxes associated with revenues collected, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

10.0 TERM.

The terms of this Agreement are in effect for a period of one year beginning on the date of execution, unless terminated with 60 days written notice by either Party, provided that the non-terminating Party in its sole discretion may extend the Agreement for up to 60 days beyond the date on which it would otherwise terminate. This Agreement shall automatically renew for periods of one year unless terminated with 60 days written notice by either Party. If the Parties choose to interconnect directly with one another, the Parties reserve the right to negotiate an interconnection agreement and renegotiate or terminate this Agreement. Upon notice of termination by either Party, the Parties agree to enter good faith negotiations to establish just and reasonable rates and reciprocal compensation on a timely basis. This Agreement shall remain in effect pending such renegotiations.

11.0 ASSIGNMENT.

A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

12.0 LIABILITY AND INDEMNITY.

Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any

act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other Telecommunications Carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another Telecommunications Carrier.

13.0 FORCE MAJEURE.

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, or control of its affiliated companies and entities, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.0 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

15.0 THIRD PARTY ARRANGEMENTS.

The originating Party agrees to have arrangements in place with the non-Party LEC(s) for utilization of its transit facilities for the routing of Traffic between the networks of the Parties. This agreement shall be subject to renegotiations on the request of either party if a non-Party Telecommunications Carrier whose facilities or services are used in the performance of Transiting Service in connection with this Traffic changes the applicable rates, terms, or conditions of those Transiting Services.

16.0 MULTIPLE COUNTERPARTS.

The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts, which together will constitute a single, integrated Agreement.

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17.0 NOTICES.

Any notice, request, instruction or any other document to be given hereunder by any Party to any other Party under any section of this Agreement will be in writing and will be deemed to be given upon receipt if delivered personally or by telex or facsimile, the next day if by express mail or three days after being sent by registered or certified mail, return receipt requested, postage prepaid to the following address (or such other address for a Party as will be specified by like notice provided that such notice will be effective only after receipt thereof)

If to Pathway Com-Tel, Inc.:

If to Verizon Wireless:

Pathway Com-Tel, Inc.
Kirk Petty
General Manager
P.O. Box 1298
Joshua, TX 76058
Fax: 817-447-0169

Verizon Wireless
Regulatory Counsel
1300 I Street, N.W.
Suite 400 West
Washington, D.C. 20005
Attn: Charon J. Harris
Fax: 202-589-3750

With a copy to:

Verizon Wireless
500 West Dove Rd.
Mail Stop 1C37
Southlake, Texas 76092
Attn: Don Kirkpatrick
Fax: 682-831-3863

18.0 RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or other relationship between the parties other than that of independent contractors.

19.0 INTERVENING LAW.

In the event that one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect by a court or other authority of competent jurisdiction, or a change in law occurs rendering one or more of the provisions of the Agreement no longer consistent with laws governing the relationship contained in the Agreement (each instance a "Deficiency"), such Deficiency will not affect any other provision hereof, and the Agreement will be construed as if the Deficiency had never been contained herein, and, in lieu of each such Deficiency, the Parties will negotiate and add to the Agreement a provision as similar in terms to such Deficient provision as may be possible and be legal, valid and enforceable, it being the intent of the Parties to maintain the benefit of the bargain for the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below

Pathway Com-Tel, Inc.

Dallas MTA, L.P.

d/b/a Verizon Wireless

By Verizon Wireless Texas, LLC,

Its General Partner

San Antonio MTA, L.P.

d/b/a Verizon Wireless

By Verizon Wireless Texas, LLC,

Its General Partner

By: Kirk H. Petty
Name: Kirk H. Petty
Title: General Manager
Date: 5/23/03

By: Howard Bower
Name: Howard Bower
Title: Area V.P. - Network
Date: 5/14/03

EXHIBIT A
Traffic Termination Rate

Composite Transport and Termination Rate	\$0.017/MOU
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ATTACHMENT 2

THE STATE OF TEXAS §

COUNTY OF Tarrant

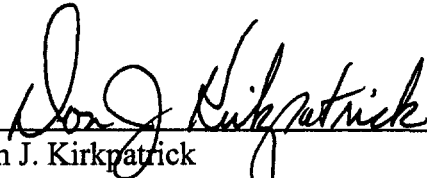
AFFIDAVIT OF DON J. KIRKPATRICK

BEFORE ME, the undersigned authority, on this 10th day of June, 2003, personally appeared Don J. Kirkpatrick, who, upon being by me duly sworn, on oath deposed and said the following:

1. "My name is Don J. Kirkpatrick. I am over the age of twenty-one (21), of sound mind and competent to testify to the matters stated herein. I am a Lead Negotiator, on behalf of Dallas MTA, L.P. and San Antonio MTA L.P., d/b/a Verizon Wireless ("Verizon Wireless"). I have personal knowledge of the provisions contained in the executed Agreement for Interconnection and Reciprocal Compensation (the "Agreement") between Verizon Wireless and Pathway Com-Tel, Inc. ("Pathway"). Verizon Wireless and Pathway are, collectively, the "Parties".
2. "The Parties have conducted diligent negotiations under the Telecommunications Act of 1996, culminating in the Agreement executed on May 23, 2003.
3. "Verizon Wireless is providing Commercial Mobile Radio Service under license(s) duly issued to it by the Federal Communications Commission. Pathway is a local service provider in Texas, operating under the authority of the Certificates of Convenience and Necessity issued to Pathway by the Public Utility Commission of Texas.
4. "The Agreement is the result of negotiation and compromise among the Parties.
5. "There are no outstanding issues among the Parties that need the assistance of mediation or arbitration at this time.
6. "I am not aware of any provisions of this Agreement that discriminate against a telecommunications carrier that is not a party to this Agreement.
7. "The implementation of this Agreement is consistent with the public interest, convenience, and necessity. It will allow the Parties to originate and terminate calls placed by their respective customers. The Agreement furthers the development of telecommunications competition in the State of Texas in that it fosters, encourages, and accelerates the continuing development and emergence of a competitive advanced telecommunications environment, and thus is consistent with the policies

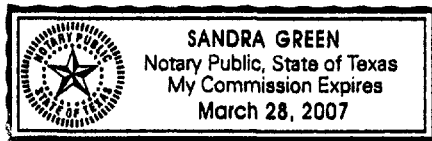
of this State and the United States to encourage diversity in providers, provide interconnectivity, and increase customer choices for telecommunications services."

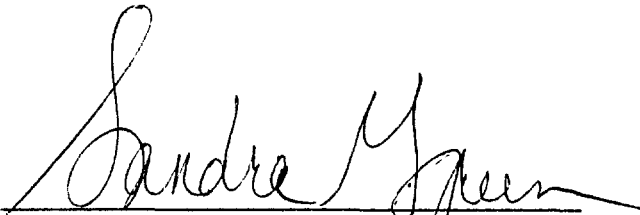
Further Affiant sayeth not.



Don J. Kirkpatrick
Member Technical Staff - Network

SWORN AND SUBSCRIBED to before me this 10th day of June, 2003, to certify which
witness my hand and seal of office.





Notary Public, Southlake, Texas

ATTACHMENT 3

THE STATE OF TEXAS

COUNTY OF JOHNSON

§
§
§

AFFIDAVIT OF KIRK PETTY

BEFORE ME, the undersigned authority, on this 23rd day of MAY 2003, personally appeared Kirk Petty, who, upon being by me duly sworn, on oath deposed and said the following:

"My name is Kirk Petty. I am over the age of twenty-one (21), of sound mind and competent to testify to the matters stated herein. I am the General Manager of Pathway Com-Tel, Inc., a Competitive Local Exchange Carrier. I have personal knowledge of the provisions contained in the executed Agreement for Interconnection and Reciprocal Compensation (the "Agreement") between Verizon Wireless (Verizon) and Pathway Com-Tel, Inc. (Pathway). Verizon and Pathway are, collectively, the "Parties".

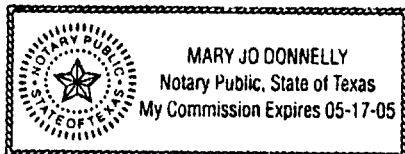
"There are no outstanding issues among the Parties that need the assistance of mediation or arbitration at this time.

"I am not aware of any provisions of this Agreement that discriminate against a telecommunications carrier that is not a party to this agreement.

Further Affiant sayeth not.

Kirk Petty
Kirk Petty

SWORN AND SUBSCRIBED to before me this 23 day of May 2003, to certify which witness my hand and seal of office.



Mary Jo Donnelly
Notary Public in and for the State of Texas