

Michael J. Wirl
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October 21, 2005

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Ms. Christy Zehner, Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, WI 53707-7854

Re: Notification of Amendment 2 to the Interconnection }
Agreement between Verizon North, Inc. ("Verizon"), f/k/a } 05-TI-
GTE North Incorporated and NPCR, Inc. d/b/a Nextel }
Partners ("Nextel") for the State of Wisconsin }

Enclosed is a copy of the referenced second amendment to the agreement between Verizon North Inc ("Verizon") f/k/a/ GTE North Incorporated and NPCR, Inc., d/b/a Nextel Partners ("Nextel") for the State of Wisconsin. The original interconnection agreement was filed on May 19, 2000 and assigned docket number 05-TI-347. The first amendment was filed on January 14, 2003 and assigned docket number 05-TI-574. An electronic copy of this second amendment was sent to Mr. Ken Barth of the PSCW on October 21, 2005.

I have been authorized by Nextel to submit this filing to the Public Service Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Public Service Commission's jurisdiction in this matter.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,

/s/ Michael Wirl

Michael J. Wirl

c: Robert Golden
E911 Network Engineer
225 Greenfield Parkway, Suite 200
Liverpool, NY 13088

Ken Barth – PSCW

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED

and

NPCR, INC. D/B/A NEXTEL PARTNERS

This Amendment No. 2 (this "Amendment") is made this 4th day of October 2005 (the "Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation with its principal place of business at 8001 West Jefferson, Ft. Wayne, Indiana 46804 and NPCR, Inc. d/b/a Nextel Partners, a Delaware corporation ("NPCR") with its principal place of business at 4500 Carillon Point, Kirkland, Washington 98033. (Verizon and NPCR may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Wisconsin (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated June 27, 2001 (the "Adoption Letter"), NPCR adopted in the State of Wisconsin, the interconnection agreement between Nextel West Corp. and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, NPCR notified Verizon that it desired to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. The Parties agree that the Agreement should be amended to replace existing Article V, Section 2 to include the following 911 Wireless Attachment and the Pricing Appendix to the 911 Wireless Attachment (including Appendix A) attached hereto as Attachments A and B respectively, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").
2. Miscellaneous Provisions.
 - 2.1 Conflict between this Amended Agreement and the Agreement. This Amended Agreement shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amended Agreement. In the event of a conflict between the terms and provisions of this Amended Agreement and the terms and provisions of the Agreement, this Amended Agreement shall govern, *provided, however*, that the fact that a term or provision appears in this Amended Agreement but not in the Agreement, or in the Agreement but not in this Amended Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
 - 2.2 Counterparts. This Amended Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

- 2.3 Captions. The Parties acknowledge that the captions in this Amended Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amended Agreement.
- 2.4 Scope of Amended Agreement. This Amended Agreement shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amended Agreement, and, except to the extent set forth in Section 1 of this Amended Agreement, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.
- 2.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff or SGAT, nothing contained in the Amended Agreement, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Wisconsin Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amended Agreement, any Verizon tariff or SGAT, or Applicable Law.
- 2.6 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 2.6.1 ALI Database or Automatic Location Identification Database. The emergency services (E-911) database controlled by Verizon containing caller location information, including the carrier name, National Emergency Numbering Administration ("NENA") ID, call back number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.
- 2.6.2 CAS. Call Path Associated Signaling.
- 2.6.3 Cell Site/Sector Information. Information that indicates to the receiver of the information the Cell Site location receiving a 911/E-911 Call made by the NPCR end-user Customer, and which may also include additional information regarding a Cell Sector.
- 2.6.4 Channel Service Unit/Data Service Unit ("CSU/DSU"). A device used to connect a digital phone line (DS-1 or less) to either a multiplexer, channel bank or other device producing a data signal.
- 2.6.5 CMRS (Commercial Mobile Radio Services). A radio communications service between mobile stations or receivers and land stations or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. NPCR is or shortly will become a CMRS provider.
- 2.6.6 Controlling 911 Authority. The duly authorized State, County or Local Government Agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.
- 2.6.7 Default PSAP. The PSAP designated to receive a 911/E-911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.

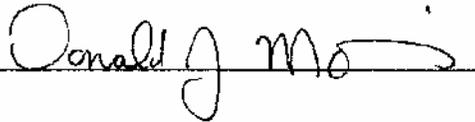
- 2.6.8 Designated PSAP. The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the Cell Site.
- 2.6.9 Fixed Wireless Service. Wireless service that is not Commercial Mobile Radio Service.
- 2.6.10 Host ALI Record. A data record resident in the primary (i.e., host) ALI Database for a PSAP.
- 2.6.11 NCAS. Non-Call Path Associated Signaling.
- 2.6.12 911/E-911 Call(s). A call made by NPCR wireless end-user Customer by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.
- 2.6.13 PAM Protocol. The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows the ALI Database serving a PSAP to query a third-party E-911 database for a data record that is not resident in the ALI Database serving the PSAP.
- 2.6.14 Phase I and Phase II. Shall have the meaning stated in Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket 94-102, RM-8143 (rel. July 26, 1996).
- 2.6.15 PSAP. Public Safety Answering Point(s).
- 2.6.16 Routing Number. The number used to support the routing of wireless 911/E-911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911/E-911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to the ALI Database for a Host ALI Record with a matching Routing Number.
- 2.6.17 Service Provider. An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

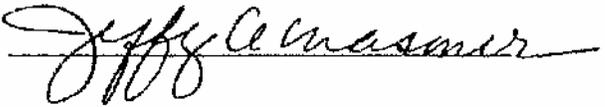
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Amendment Effective Date.

NPCR, INC. D/B/A NEXTEL PARTNERS

VERIZON NORTH INC.

By: 

By: 

Printed: Don Manning

Printed: Jeffrey A. Masoner

Title: Vice President - Gen. Counsel

Title: Vice President – Interconnection Services

Attachment A

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911/E-911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the Verizon 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and the ALI Database as is necessary to provide 911/E-911 services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 The provisions of this Attachment apply to the provision of 911/E-911 services by Verizon to NPCR in respect to CMRS services and do not apply to Fixed Wireless Services. These provisions shall apply only in those jurisdictions in which Verizon is the designated 911/E-911 Service Provider at such time as NPCR notifies Verizon that it has received notification from the Controlling 911 Authority to begin providing either Phase I or Phase II wireless services within the jurisdiction.
- 1.3 Verizon shall have no obligation to provide Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 Verizon shall make the following information available to NPCR, to the extent permitted by Applicable Law. As of the Amendment Effective Date, such information is available electronically at the Verizon wholesale corporate website:
 - 1.4.1 a list of the address and CLLI code of each Verizon 911/E-911 Tandem Office/Selective Router, Verizon interface point and associated geographic location served;
 - 1.4.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems.

2. ALI Database - Electronic Interface

- 2.1 Where Verizon manages the ALI Database, Verizon will:
 - 2.1.1 store the NPCR ESRK/ESRD records in the ALI Database.
 - 2.1.2 cooperate with NPCR regarding access to the ALI Database for the initial loading and updating of NPCR ESRK/ESRD records. As of the Amendment Effective Date, ALI Database personnel are identified at the Verizon wholesale corporate website.
 - 2.1.3 provide NPCR an error and status report based on updates to the ALI Database received from NPCR.
- 2.2 NPCR will:
 - 2.2.1 provide all data for the initial loading of, and any ongoing updates to, the NPCR ESRK/ESRD records for inclusion in the ALI Database. All such records shall be MSAG-valid and NPCR shall utilize the appropriate Verizon electronic interface to update its E-911 database information related to the ESRK/ESRD records, as defined herein. All E-911 data exchanged between the Parties shall conform to Verizon standards, which, as of the Amendment Effective Date, are available electronically at the Verizon wholesale corporate website.

- 2.2.2 use a company ID on all ESRK/ESRD records in accordance with NENA standards.
- 2.2.3 provide Verizon updates to the ALI Database and correct any errors that occur during the entry of its data to the ALI Database.
- 2.2.4 conduct call through testing as necessary.
- 2.3 In the event NPCR intends to use an Agent for loading and/or updating the ALI Database, NPCR must provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

- 3.1 Verizon and NPCR shall each use commercially reasonable efforts to facilitate the interconnection of NPCR systems to the 911/E-911 platforms and/or systems.
- 3.2 NPCR may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), e.g., digital cross connect systems (DCS), as designated by Verizon, for the provision of 911/E-911 services and for access to all subtending PSAP(s) that serve the areas in which NPCR provides CMRS services.
- 3.3 911 Authority Coordination.

Verizon and NPCR will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer technical questions regarding the 911/E-911 arrangements.
- 3.4 NPCR will:
 - 3.4.1 provide interconnection with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the exchange areas in which NPCR is authorized to and will provide CMRS service.
 - 3.4.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks dedicated for originating 911/E-911 Calls from the NPCR switch to each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary.
 - 3.4.3 provide and maintain sufficient trunking (a minimum of two (2) one-way outgoing 911/E-911 trunks), facilities and transport capacity to route NPCR originating 911/E-911 Calls to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). NPCR is responsible for requesting that trunking and facilities be routed diversely for 911/E-911 connectivity.
 - 3.4.4 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s).
 - 3.4.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority.
 - 3.4.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the NPCR traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, NPCR shall request additional trunks and/or facilities.

- 3.4.7 cooperate with Verizon to promptly test all 911/E-911 trunks and facilities between the NPCR switch and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 service. NPCR agrees that it will not pass live 911/E-911 Calls until successful testing is completed by both parties.
- 3.4.8 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon will be responsible for the coordination and restoration of all 911/E-911 network maintenance problems beyond the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). NPCR will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

4. 911/E-911 General

- 4.1 NPCR will compensate Verizon for provision of its 911/E-911 Services pursuant to the Pricing Attachment to the 911 Wireless Attachment.
- 4.2 NPCR and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911.
- 4.3 NPCR is responsible to collect and remit any applicable surcharges from its end-user Customers in accordance with Applicable Law.
- 4.4 NPCR will enter data into the ALI Database under the NENA standards for LNP. This includes, but is not limited to, using NPCR's NENA ID to lock and unlock records and the posting of the NPCR NENA ID to the ESRK/ESRD record where such locking and unlocking feature for 911/E-911 records is available, or as defined by local standards.

5. Phase I/Phase II Wireless Solutions

- 5.1 The following services may be used by NPCR, where available, in order to comply with the FCC's rules and regulations regarding Phase I and Phase II wireless implementation.
- 5.2 Call Path Associated Signaling ("CAS"). Not available for Phase II.
 - 5.2.1 NPCR shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
 - 5.2.2 Routing of calls will be based on the Emergency Service Number ("ESN") associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) information and call back number to the Designated PSAP. If Verizon is unable to route the call to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by NPCR. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.2.3 Upon receipt of a PSAP query, the ALI Database shall return the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) information and Cell Site/Sector Information to the PSAP.

5.3 CAS Hybrid.

- 5.3.1 NPCR shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
- 5.3.2 Routing of calls will be based on the ESN associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call, the call back number and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by NPCR. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
- 5.3.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase II location information for a 911/E-911 Call provided by NPCR, the ALI Database shall route the query to the NPCR-controlled or third-party database designated by NPCR.
- 5.3.4 The ALI Database shall then automatically receive from the NPCR-controlled or third-party database the Phase II location information as provided by the CLEC associated with the 911/E-911 Call.
- 5.3.5 The ALI Database shall then automatically transmit the data received from the NPCR-controlled or third-party database to the PSAP.
- 5.3.6 NPCR will terminate at least two data circuits from NPCR-controlled or third-party database to the ALI Database.
- 5.3.7 Verizon shall place the necessary Channel Service Unit/Data Service Unit ("CSU/DSU") at each ALI Database site, to receive the necessary data, i.e., Routing Number, Phase II location information as provided by NPCR.
- 5.3.8 NPCR shall provision its NPCR-controlled or third-party databases such that the exchange of data between these NPCR-controlled or third-party databases and the ALI Database shall use the PAM Protocol or other agreed message format.

5.4 Non-Call Path Associated Signaling ("NCAS").

- 5.4.1 NPCR shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
- 5.4.2 Routing of calls will be based on the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon

interface point(s), Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by NPCR. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

- 5.4.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase I/II call back number and location information for a 911/E-911 Call, provided by NPCR, the ALI Database shall route the query to the NPCR-controlled or third-party database or third-party database designated by NPCR.
- 5.4.4 The ALI Database shall then automatically receive from the NPCR-controlled or third-party database, the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), call back number and required Phase I/II location information as provided by NPCR.
- 5.4.5 The ALI Database shall then return the data received from the NPCR-controlled or third-party database to the PSAP.
- 5.4.6 NPCR will terminate at least two diverse circuits from the NPCR-controlled or third-party database to the ALI Database.
- 5.4.7 Verizon shall place necessary CSU/DSU at each ALI Database site, for the provision of the ESRK, call back number, and Phase I/II location information as provided by NPCR.
- 5.4.8 NPCR shall provision its NPCR-controlled or third-party databases such that the exchange of data between these NPCR-controlled or third-party databases and the ALI Database shall use the PAM Protocol, or other agreed upon interface.

6. Good Faith Performance

If and, to the extent that, Verizon, prior to the Amendment Effective Date of this Amended Agreement, has not provided in the State of Wisconsin a Service offered under this Amended Agreement, Verizon reserves the right to negotiate in good faith with NPCR reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.

Attachment B

PRICING ATTACHMENT TO THE 911 WIRELESS ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify NPCR in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill NPCR, and NPCR shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to NPCR pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to NPCR and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. NPCR Prices

NPCR will not impose any Charges on Verizon pursuant to this Attachment or the 911 Wireless Attachment of this Amended Agreement.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).