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December 23, 2009

VIA ELECTRONIC FILING

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Petition of
Verizon Pennsylvania Inc. and Line Systems, Inc.
Of Adoption of an Interconnection Agreement
[Reference Docket No. A-310917 F7000]
Dkt. No.

Dear Mr. McNulty:

Enclosed please find Amendment No. 3 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Line Systems, Inc. which Agreement was approved by the Commission by Order dated August 30, 2002 in Docket No. A-310917 F7000. This Amendment should be attached to and made part of the filed Agreement. The Amendment is effective as of December 1, 2009, and was signed by the second of the two parties' signers on December 2, 2009. Thus, this Filing is being made within 30 days of the day that the agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to Line Systems, Inc.

Very truly yours,


Suzan D. Paiva

SDP/slb
Enclosure

cc: Warren Reyburn, VP of Operations, Line Systems, Inc.

SERVICE LIST

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
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300 North Second Street
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Johnnie E. Simms
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Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
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Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

AMENDMENT
TO
INTERCONNECTION AGREEMENTS

This Amendment ("Amendment") effective as of December 1, 2009 (the "Amendment Effective Date") amends each interconnection agreement in the Eligible Territory (as defined below) listed in Attachment 1 hereto between a Verizon incumbent local exchange carrier ("ILEC") affiliate (individually and, collectively, "Verizon" or the "Verizon Parties") and a competitive local exchange carrier ("CLEC") affiliate of Line Systems, Inc. (individually and, collectively, "LSI" or the "LSI Parties") (such interconnection agreements being referred to herein individually as an "Interconnection Agreement" and collectively as the "Interconnection Agreements"). Verizon and LSI are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Verizon and LSI are Parties to the Interconnection Agreements; and

WHEREAS, LSI has requested that the Parties amend the Agreement to address the matters set forth herein.

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

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
 - 1.1 **Line Acquisition Incentive.** Notwithstanding anything in the Agreement to the contrary, if (a) the Agreement has not been amended by a "unitary rate" or similar amendment dealing with intercarrier compensation and (b) the number of Eligible Resale Lines in service under the Agreement in the Eligible Territory is greater than or equal to one thousand (1000) as of September 30, 2009, then:
 - 1.1.1 If the Amendment Effective Date is prior to January 1, 2010, then Verizon shall issue LSI a bill credit in the amount set forth below for each Winover Line meeting the criteria set forth below:

Month in which Winover Line is originally established	Date through which LSI must maintain such Winover Line in service without interruption from initial service establishment to receive a one-time bill credit	Amount of one-time bill credit (U.S. Dollars)	Date through which LSI must maintain such Winover Line in service without interruption from initial service establishment to receive a second one-time bill credit	Amount of second one-Time bill credit (U.S. Dollars)
January 2010	June 30, 2010	\$60.00	December 31, 2010	\$30.00
February 2010	July 31, 2010	\$30.00	January 31, 2011	\$30.00
March 2010	August 31, 2010	\$30.00	February 28, 2011	\$30.00
April 2010	September 30, 2010	\$30.00	March 31, 2011	\$30.00
May 2010	October 31, 2010	\$30.00	April 30, 2011	\$30.00
June 2010	November 30, 2010	\$30.00	May 31, 2011	\$30.00
July 2010	December 31, 2010	\$30.00	N/A	N/A
August 2010	January 31, 2011	\$30.00	N/A	N/A
September 2010	February 28, 2011	\$30.00	N/A	N/A
October 2010	March 31, 2011	\$30.00	N/A	N/A
November 2010	April 30, 2011	\$30.00	N/A	N/A
December 2010	May 31, 2011	\$30.00	N/A	N/A

1.1.2 For the avoidance of any doubt, (a) no Winover Line established between January 1, 2010 and June 30, 2010 shall be eligible for more than two monthly credits, (b) no Winover Line established between July 1, 2010 and December 31, 2010 shall be eligible for more than one monthly credit, and (c) under no circumstances shall LSI be eligible for any bill credit hereunder for lines migrated before January 1, 2010 or after December 31, 2010.

1.1.3 The list of ACNAs for LSI eligible for the foregoing credits are as set forth in Exhibit A to this Amendment.

2. Miscellaneous Provisions.

2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

2.3 Counterparts. This Amendment 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.

2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.

- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Tariff.

2.9.1.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.9.1.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service (and in the case of Interconnection Agreements in effect in the state of Delaware, including, without limitation, Verizon's Collocation Schedule as in effect from time to time).

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by a Commission (as defined in an Interconnection Agreement) pursuant to Section 252(f) of the Act.

2.9.2 Winover Line.

A line in the Eligible Territory for which LSI submits an installation order via LSR, containing complete and accurate field identifiers (as determined by Verizon), clearly specifying that LSI is porting a business end-user's existing working telephone number to a LSI Eligible Resale Line from (x) a facilities-based provider other than Verizon and its Affiliates or (y) a Verizon-provided UNE-loop. For the avoidance of any doubt, a "Winover Line" does not include any migration from (i) retail Telecommunications Services provided by Verizon or its Affiliates (including, for the avoidance of any doubt, services provided by Verizon Wireless), (ii) resale lines provided by a competitive local exchange carrier other than LSI nor (iii) resale lines provided by an Affiliate of LSI. For

the avoidance of any doubt, a "Winover Line" does not include any line serving residential end users.

2.9.3 Eligible Resale Line.

DS0 resale lines that LSI obtains from Verizon that serve business end users over which Business POTS, Centrex, analog PBX trunks, or non-Centrex Basic Rate ISDN services are being provided. Eligible Resale Lines shall not include any other resale lines and, for the avoidance of any doubt, shall not include ISDN Primary Rate Interface ("ISDN PRI") services, DID numbers, Private Line services, Fast Packet services, remote call forwarding lines, Off-Premises Extension ("OPX") services, Public Pay services or Foreign Exchange ("FX") services. For the further avoidance of any doubt, Eligible Resale Lines do not include any resale lines that (a) serve residential end users or (b) LSI provides to a third party that does not use such line for its own consumption.

2.9.4 Eligible Territory.

The following: (a) the ILEC service territories of the following entities: Verizon Delaware Inc., Verizon Maryland Inc., Verizon New Jersey Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon West Virginia Inc., Verizon New England Inc., and Verizon New York Inc.; (b) the portion of the Verizon North Inc. ILEC service territories in the Commonwealth of Pennsylvania and (c) the portion of the Verizon South Inc. service territories in the Commonwealth of Virginia.

[Signature Page Follows]

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

THE LSI PARTIES

By: Warren Reyburn

Printed: Warren Reyburn

Title: VP of Operations

Date: 11/18/2009

THE VERIZON PARTIES

By: Jennifer Ross

Printed: Jennifer Ross

Title: Director Interconnection

Date: 12/2/2009

ATTACHMENT 1

**INTERCONNECTION AGREEMENTS BETWEEN LSI AND VERIZON
IN EFFECT AS OF THE AMENDMENT EFFECTIVE DATE**

LSI Legal Entity Name	Verizon Legal Entity Name	State	Agreement Effective Date	Amd #
Line Systems, Inc.	Verizon Delaware LLC, f/k/a Verizon Delaware Inc.	DE	1/29/2002	2
Line Systems, Inc.	Verizon Maryland Inc.	MD	12/16/2002	1
Line Systems, Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	NJ	1/29/2002	2
Line Systems, Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	PAe	1/29/2002	3
Line Systems, Inc.	Verizon North Inc., f/k/a GTE North Incorporated	PAw	7/5/2003	2

EXHIBIT A

LSI ACNAs SUBJECT TO THIS AMENDMENT

LSI