

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: OSA :  
 3. SECTION(S) : :  
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:  
     DIRECTOR: : 00/00/00 :  
     SUPERVISOR: : :  
 6. PERSON IN CHARGE: : 7. DATE FILED: 01/08/04 :  
 8. DOCKET NO: A-310183 F7001 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: SPRINT COMMUNICATIONS CO LP

COMP/APP COUNTY:

UTILITY CODE: 310183

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON NORTH, INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT FILED UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT  
FOLDER

DOCKETED  
JAN 13 2004

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :  
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ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON NORTH, INC. AND SPRINT COMMUNICATIONS COMPANY L.P.  
 FOR APPROVAL OF AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT FILED UNDER  
 SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....  
 7/29/05 - JOINT PETITION OF VERIZON NORTH, INC, AND SPRINT COMMUNICATIONS COM-  
 PANY LP, FOR APPROVAL OF AMENDMENT NUMBER 2 TO THE INTERCONNECTION AGREEMENT.

DOCUMENT  
FOLDER

**DOCKETED**

AUG 11 2005

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/08/04
8. DOCKET NO: A-310183 F7001	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: SPRINT COMMUNICATIONS CO. L.P.

COMP/APP COUNTY: UTILITY CODE: 310183

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON NORTH, INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT FILED UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

7/29/05 - JOINT PETITION OF VERIZON NORTH, INC, AND SPRINT COMMUNICATIONS COMPANY LP, FOR APPROVAL OF AMENDMENT NUMBER 2 TO THE INTERCONNECTION AGREEMENT..

.....11/13/07 JOINT PETITION OF VERIZON NORTH INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

DOCKETED NOV 20 2007

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL  
DOCUMENT  
FOLDER



1717 Arch Street, 32N  
Philadelphia, PA 19103

Tel: (215) 963-6004  
Fax: (215) 563-2658  
Daniel.Monagle@Verizon.com

January 8, 2004

VIA UPS EXPRESS MAIL

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

RECEIVED

JAN 08 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon North Inc. and Sprint Communications Company L.P.  
of an Interconnection Agreement,  
Dkt. No. A-310183 F7001

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the Interconnection Agreement between Verizon North Inc. and Sprint Communications Company L.P., which Agreement was filed with the Commission on March 14, 2002 following arbitration between the parties. This Amendment should be attached to and be made part of the March 14, 2002 filed agreement. Although the Amendment is effective November 2003 the Amendment was signed during December.

Please date stamp the enclosed additional copy of each amendment and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

  
Daniel E. Monagle

DEM/slb  
Enclosure

cc: Shelley Jones, Sprint (via UPS Express Mail)  
Attached Service List

**ORIGINAL**

AMENDMENT NO. 1

A - 3/0183 F2001

DOCUMENT  
FOLDER

to the  
INTERCONNECTION AGREEMENT

RECEIVED

between

JAN 08 2004

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

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DOCKETED

JAN 13 2004

and

SPRINT COMMUNICATIONS COMPANY L.P.

This Amendment No. 1 is made this 1st day of November, 2003 ("Amendment Effective Date"), by and between Verizon North Inc., formerly known as GTE North Incorporated ("Verizon"), a Wisconsin corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania, 19103, and Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership with offices at 6160 Sprint Parkway, Kansas City, Missouri, 66251. (Verizon and Sprint may be referred to hereinafter, each individually as a "Party," and collectively as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and Sprint are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934 for Pennsylvania, dated March 14, 2002 (the "Agreement"); and

WHEREAS, the Parties desire to amend that Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended hereby as follows:

(A) By adding a new section to Part II, "Unbundled Network Elements and Combinations," of the Agreement, as follows:

"1.15. Line Splitting

1.15.1 Subject to the conditions set forth in Section 1.7 of this Part II, Sprint may engage in Line Splitting, in accordance with this Section 1.15, the rates and charges provided in Part IV of the Agreement (as such

Part IV is amended by Exhibit A to this Amendment, and as such rates and charges provided in Part IV have been or are changed from time to time in accordance with the Agreement) and Section 24.11 of the General Terms and Conditions of the Agreement, and the rates, charges and other provisions of Verizon's applicable Tariffs, as such Tariffs are amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

- 1.15.2 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop. Line Splitting is accomplished through the use of a splitter collocated at the Verizon Central Office where the Loop terminates into a distribution frame or its equivalent.
- 1.15.3 Any Line Splitting between Sprint and another CLEC shall be accomplished by prior negotiated arrangement between Sprint and the other CLEC. Sprint shall give Verizon written notice of this arrangement through the *Verizon Wholesale Local Service Customer Profile Form on the Verizon Wholesale Website* or another electronic notice mechanism that will be provided by Verizon, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Sprint.
- 1.15.4 Verizon will provide to Sprint for use in a Line Splitting arrangement established pursuant to this Section 1.15, those Network Elements, combinations of Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, applicable to Line Splitting, that are offered to Sprint by Verizon under the other sections of the Agreement. Such Network Elements, combinations of Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Sprint in accordance with, and subject to, the rates and charges and other provisions of the Agreement and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time). Verizon shall be obligated to provide a Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or arrangement, for use in a Line Splitting arrangement established pursuant to this Section 1.15 only if such Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or

arrangement, is available under another section of the Agreement.

1.15.5 Sprint and/or the other participating CLEC shall provide any splitters used in a Line Splitting arrangement.

1.15.6 Notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, (a) Verizon shall be obligated to provide Line Splitting only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51, and (b) Verizon shall be obligated to provide Network Elements, combination(s) of Network Elements, Collocation arrangement(s), services, facilities, equipment and arrangements, for Line Splitting, only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51. Without limiting Verizon's rights pursuant to Applicable Law, any other provision of the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, to terminate its provision of Line Splitting, and notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, if the Commission, the FCC, a court, or other governmental body of appropriate jurisdiction, determines or has determined that Verizon is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide Line Splitting, or is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide a Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or arrangement, used for Line Splitting, Verizon may (a) terminate its provision of Line Splitting to Sprint, or (b) terminate its provision of Line Splitting to Sprint and terminate this Amendment. VERIZON will give SPRINT ninety (90) days advance written notice of such termination."

(B) By revising Section 1.1 of Part II, "Unbundled Network Elements and Combinations," of the Agreement, by deleting existing Sections 1.1.6 and 1.1.7 and inserting the following:

"1.1.6 Operations Support Systems, as set forth in Section 1.6(b);

1.1.7 Other Network Elements in accordance with Section 1.8; and

1.1.8 Line Splitting in accordance with Section 1.15."

(C) By adding to Part IV, "Pricing Schedule," of the Agreement, Exhibit A of this Amendment.

2. 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.

3. 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 provision of this Amendment.

4. 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 set forth in this Amendment, the rates, terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a party to the Agreement to exercise any right of termination it may have under the Agreement.

5. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a rate, term or provision 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 5.



IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

SPRINT COMMUNICATIONS  
COMPANY L.P.

VERIZON NORTH INC.

By: W. Richard Morris

By: Jeffrey A. Masoner

Printed: Rich Morris

Printed: Jeffrey A. Masoner

Title: Vice-President State External Affairs

Title: Vice-President - Interconnection  
Services Policy & Planning

Date: 11-25-2003

Date: 12-04-03

RATES

Line Splitting

The rates and charges that shall be paid by Sprint in association with Line Splitting include, but are not limited to, rates and charges for Line Splitting and rates and charges for the Unbundled Network Elements, combinations of Unbundled Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, used for Line Splitting.

Rates and charges for Line Splitting shall be as provided in the Agreement, as amended from time to time, and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

Rates and charges for the Unbundled Network Elements, combinations of Unbundled Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, used for Line Splitting, shall be as provided in the Agreement, as amended from time to time, and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

## SERVICE LIST

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United Telephone Co. of PA  
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Carlisle, PA 17013

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Office of Sm. Business Advocate  
Commerce Building, Suite 1102  
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Harrisburg, PA 17101

Bureau of Consumer Services  
PA Public Utility Commission  
Commonwealth Keystone Bldg.  
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Harrisburg, PA 17120

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PA Public Utility Commission  
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Bureau of Fixed Utility Services  
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AT&T Communications  
3033 Chain Bridge Road. 3-D  
Oakton, VA 22185

Daniel Clearfield, Esq.  
Wolf, Block  
212 Locust Street, Suite 300  
Harrisburg, PA 17101-1510

\* Pennsylvania Telephone Association has requested not to receive hardcopies, so none has been sent

DATE: January 13, 2004

DOCUMENT  
FOLDER

SUBJECT: A-310183F7001

DOCKETED  
JAN 13 2004

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

JOINT PETITION OF VERIZON NORTH INC. AND SPRINT COMMUNICATIONS  
COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 1 TO AN  
INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE TELE-  
COMMUNICATIONS ACT OF 1996.

---

Attached is a copy of a Joint Petition for Approval of  
Amendment No. 1 to an Interconnection Agreement filed in  
connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the  
Pennsylvania Bulletin to be published on January 24, 2004.  
Comments are due on or before 10 days after the publication of  
this notice.

This matter is assigned to your Office for appropriate  
action.

Attachment

cc: Bureau of Fixed Utility Services  
Office of Administrative Law Judge-copy of memo only

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED

JAN 13 2004

DOCUMENT  
FOLDER

NOTICE TO BE PUBLISHED

Joint Petition of Verizon North Inc. and Sprint Communications Company L.P. for Approval of Amendment No. 1 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

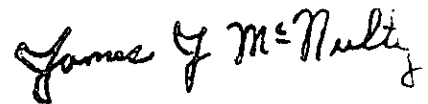
Docket Number: A-310183F7001.

Verizon North Inc. and Sprint Communications Company L.P., by its counsel, filed on January 8, 2004, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon North Inc. and Sprint Communications Company L.P. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

BY THE COMMISSION



James J. McNulty  
Secretary

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LEGISLATIVE REFERENCE  
BUREAU  
04 JAN 13 PM 1:10  
PA. CODE & BULLETIN

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

**ORIGINAL** 

1717 Arch Street, 32NW  
Philadelphia, PA 19103

Tel: (215) 963-6004  
Fax: (215) 563-2658  
Daniel.Monagle@Verizon.com

April 9, 2004

**VIA UPS OVERNIGHT**

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

**DOCKETED**  
APR 28 2004

RE: Joint Filing of  
Verizon North Inc. and  
Sprint Communications Company L.P.  
for Approval of Amendment No. 1  
to an Interconnection Agreement  
Dkt. No. A-310183F7001

**DOCUMENT  
FOLDER**

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered February 13, 2004 approving Amendment No. 1 to the parties' approved Interconnection Agreement, the parties in the above-referenced matter were directed to file a true and correct copy of the Amendment. Please be advised that the true and correct copy of the Amendment is the one filed on January 8, 2004 and approved by Order dated February 13, 2004.

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

Very truly yours,

  
Daniel E. Monagle

DEM/slb

cc: Shelley Jones, Sprint

**RECEIVED**  
APR - 9 2004  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

105

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania



A-310183F7001

1717 Arch Street, 10W  
Philadelphia, PA 19103

Tel: (215) 466-5761  
Fax: (215) 563-2658  
Daniel.Monagle@Verizon.com

July 29, 2005

VIA UPS OVERNIGHT

RECEIVED

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

JUL 29 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon North Inc. and Sprint Communications Company L.P.  
of an Interconnection Agreement  
Dkt. No. A-310183

DOCUMENT  
FOLDER

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon North Inc. and Sprint Communications Company L.P., which Agreement was filed with the Commission on March 14, 2002 following arbitration between that parties. This Amendment should be attached to and be made part of the March 14, 2002 filed agreement. Although the Amendment is effective as of June 27, 2005, the Amendment was signed by the second of the two parties on June 30, 2005. As evidenced by the cc: below, notice of this filing is being provided to Sprint Communications Company L.P.

Please date stamp the enclosed additional copy of the amendment and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,

  
Daniel E. Monagle

DEM/slb  
Enclosure

cc: Shelley Jones, Sprint

96

SERVICE LIST

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

William Lloyd  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
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Charles F. Hoffman  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Bldg  
400 North Street  
Harrisburg, PA 17105-3265

Office of Special Assistants  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bureau of Consumer Services  
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Harrisburg, PA 17105-3265

Bureau of Fixed Utility Services  
PA Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

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

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JUL 29 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



A 310183 F 7001

RECEIVED

AMENDMENT NO. 2

JUL 29 2005

to the

INTERCONNECTION AGREEMENT <sup>PA</sup> PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

between

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

DOCUMENT  
FOLDER

and

SPRINT COMMUNICATIONS COMPANY L.P.  
FOR PENNSYLVANIA

DOCKETED

AUG 11 2005

This Amendment No. 2 (this "Amendment") is effective June 27, 2005 ("Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), and Sprint Communications Company L.P. ("Sprint"). (Verizon and Sprint may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

**WITNESSETH:**

WHEREAS, Verizon and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective March 14, 2002 (the "Agreement"); and

WHEREAS, on April 18, 2001, in 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, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Sprint has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Reciprocal Compensation Rates:

1.1.1.1 Part IV: A of the Agreement is amended by deleting section "I. Rates and Charges for Transport and Termination of Traffic" Paragraph A, "Transport and Termination Rate," and replacing Paragraph A with the following:

"A. Local Traffic Transport and Termination Rate

Amendment Effective Date and thereafter  
– \$0.0007 per minute of use."

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.3 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Sprint to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to Sprint.

1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.
- 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 8, "Government Compliance") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be

deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

**SPRINT COMMUNICATIONS COMPANY    VERIZON NORTH INC.**  
**L.P.**

By: W. Richard Morris

By: Jeffrey A. Masoner

Printed: W. Richard Morris

Printed: Jeffrey A. Masoner

Title: Vice President – State External  
Affairs

Title: Vice-President - Interconnection  
Services Policy & Planning

Date: JUN 27 2005

Date: 6/30/05

DATE: August 10, 2005

SUBJECT: A-310183F7001

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *ddt*

DOCUMENT  
FOLDER

JOINT PETITION OF VERIZON NORTH, INC., AND SPRINT COMMUNICATIONS COMPANY, L.P., FOR APPROVAL OF AMENDMENT NUMBER 2 TO THE INTERCONNECTION AGREEMENT PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996.

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Attached is a copy of a Joint Petition for Approval of Amendment Number 2 to the Interconnection Agreement of Verizon North, Inc., and Sprint Communications Company, LP, which has been captioned and docketed to the above-referenced number.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published in the Saturday, August 27, 2005 Edition. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services  
Office of Administrative Law Judge-copy of memo only

**DOCKETED**

AUG 11 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
NOTICE TO BE PUBLISHED

DOCUMENT  
FOLDER

Joint Petition for Approval of Amendment Number 2 to the Interconnection Agreement between Verizon North, Inc., and Sprint Communications Company, L.P., under Sections 251 and 252 of the Telecommunications Act of 1996. Docket Number: A-310183F7001.

Verizon North, Inc., and Sprint Communications Company, L.P., by its Counsel, filed on July 29, 2005, at the Pennsylvania Public Utility Commission, a Joint Petition for approval of Amendment Number 2 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the Joint Petition for Amendment with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of Verizon North, Inc., and Sprint Communications Company, L.P.'s Joint Petition for Amendment are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

**DOCKETED**

AUG 13 2005

BY THE COMMISSION

*James J. McNulty*

James J. McNulty  
Secretary

RECEIVED  
LEGISLATIVE REFERENCE  
BUREAU  
05 AUG 16 AM 9:48  
PA. CODE & BULLETIN

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



1717 Arch Street, 10W  
Philadelphia, PA 19103

Tel: (215) 466-5761  
Fax: (215) 563-2658  
Daniel.Monagle@Verizon.com

November 3, 2005

**VIA UPS OVERNIGHT**

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

DOCUMENT  
FOLDER

RE: Joint Petition of  
Verizon North Inc. and Sprint Communications Company, L.P.  
for Approval of an Interconnection Agreement  
Dkt. No. A-310183 F7001

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved on September 29, 2005, Verizon North Inc. was directed to notify the Commission whether a true and correct copy of Amendment No. 2 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of parties' Amendment is the Amendment which the parties filed on July 29, 2005 and which was the subject of the Commission's Order approved on September 29, 2005. In addition, by cc: of this letter an electronic copy of the Amendment as well as the underlying Agreement, and the previous Amendment to that Agreement, in .pdf format, is being sent to the Commission's Office of Special Assistants.

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

Very truly yours,

**DOCKETED**  
NOV 14 2005

*Daniel E. Monagle*  
Daniel E. Monagle

DEM/slb

attachment: Diskette (to OSA only)  
cc: Ms. Bobbi Lathrop, OSA (with diskette)

RECEIVED  
NOV 3 2005  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

66




COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

**DATE:** November 20, 2007

**SUBJECT:** A-310183 F7001

**TO:** Office of Special Assistants

**FROM:** James J. McNulty, Secretary 

Joint Petition of Verizon North Inc. and Sprint Communications Company L.P. for Approval of Amendment No. 3 to the Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

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Attached is a copy of a Joint Petition for Approval of Amendment No. 3 to the Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on December 8, 2007. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services  
Office of Administrative Law Judge-copy of memo only

**DOCUMENT  
FOLDER**

**DOCKETED**  
NOV 20 2007