

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	4. PUBLIC MEETING DATE:
5. APPROVED BY:	:	00/00/00
DIRECTOR:	:	
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/09/04
8. DOCKET NO: A-310183 F7000	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: SPRINT COMMUNICATIONS CO LP

COMP/APP COUNTY: UTILITY CODE: 310183


ALLEGATION OR SUBJECT

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

DOCUMENT  
FOLDER

DOCKETED  
JAN 13 2004

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
**Uniform Cover and Calendar Sheet**

1. <b>REPORT DATE:</b> July 17, 2001	2. <b>BUREAU AGENDA NO.:</b> JUL-2001-OSA-0210*
3. <b>BUREAU:</b> Office of Special Assistants	
4. <b>SECTION(S):</b>	5. <b>PUBLIC MEETING DATE:</b> July 26, 2001
6. <b>APPROVED BY:</b> Director: C.W. Davis 7-1827  Supervisor:	
7. <b>PERSON IN CHARGE:</b> D. Munsch 7-1660	
8. <b>DOCKET NO.:</b> A-310183F7000	

**DOCKETED**  
FEB 16 2004

9. (a) **CAPTION (abbreviate if more than 4 lines)**  
(b) **Short summary of history & facts, documents & briefs**  
(c) **Recommendation**

**DOCUMENT FOLDER**

(a) Joint Petition of Verizon Pennsylvania Inc. (Verizon PA) and Sprint Communications Company L.P. (Sprint) for approval of Amendment No. 2 to the Interconnection Agreement under Section 252(e) of the Telecommunications Act of 1996

(b) On May 24, 2001, Verizon PA and Sprint filed a Joint Petition for approval of Amendment No. 2 which supplements the terms of their Interconnection Agreement, which was approved by the Commission on January 6, 1999, at Docket No. A-310183F7000. Notice of the Petition was published in the *Pennsylvania Bulletin* on June 9, 2001. No comments have been received.

(c) The Office of Special Assistants recommends that the Commission adopt a proposed draft Opinion and Order which grants the Joint Petition thereby approving Amendment No. 2 consistent with this Opinion and Order.

10. **MOTION BY:** Commissioner Chm. Thomas      Commissioner Wilson - Yes  
   Commissioner Fitzpatrick - Yes  
**SECONDED:** Commissioner Bloom              Commissioner

**CONTENTS OF MOTION:** Staff recommendation adopted.

DATE: January 13, 2004

SUBJECT: A-310183F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

DOCUMENT  
FOLDER

DOCKETED  
JAN 13 2004

JOINT PETITION OF VERIZON PENNSYLVANIA 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.

---

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

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: 01/09/04
8. DOCKET NO: A-310183 F7000	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: SPRINT COMMUNICATIONS CO LP

COMP/APP COUNTY: UTILITY CODE: 310183

ALLEGATION OR SUBJECT

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

..... 10/22/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 2 TO INTERCONNECTION AGREEMENT FILED UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996..

DOCUMENT  
FOLDER

**DOCKETED**  
NOV 12 2004

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: OSA :  
 3. SECTION(S) : : 4. PUBLIC MEETING DATE:  
 5. APPROVED BY: : : 00/00/00  
 DIRECTOR: :  
 SUPERVISOR: :  
 6. PERSON IN CHARGE: : 7. DATE FILED: 01/09/04  
 8. DOCKET NO: A-310183 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: SPRINT COMMUNICATIONS CO LP

COMP/APP COUNTY: UTILITY CODE: 310183

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 1 TO INTERCONNECTION AGREEMENT FILED UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....  
 .... 10/22/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 2 TO INTERCONNECTION AGREEMENT FILED UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....  
 .... 11/13/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT FILED 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 09 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and  
Sprint Communications Company L.P.  
of an Interconnection Agreement,  
Dkt. No. A-310183 F-7006

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the Interconnection Agreement between Verizon Pennsylvania 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

DOCUMENT  
FOLDER

to the

A-310183 F7000

INTERCONNECTION AGREEMENT

between

DOCKETED

VERIZON PENNSYLVANIA INC.  
F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.

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 Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania 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 inserting a new section in Part II, "Unbundled Network Elements and Combinations," of the Agreement, as follows:

"1.15 Line Splitting Arrangement

Subject to the conditions set forth in Section 1.7 of this Part II, Verizon shall provide Sprint with access to Line Splitting (as described in Verizon Tariff Pa. P.U.C.-No. 216, as amended from time to time) in accordance with, and

subject to, the rates, terms and conditions set forth in Verizon Tariffs Pa. P.U.C.-Nos. 216 and 218, as amended from time to time.

Notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariffs Pa. P.U.C.-Nos. 216 or 218, 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 Tariffs Pa. P.U.C.-Nos. 216 or 218, 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 Tariffs Pa. P.U.C.-Nos. 216 or 218, 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 Arrangement in accordance with Section 1.15."

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 Section 1 of this Amendment, and, except to the extent set forth in Section 1 of 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 PENNSYLVANIA INC.

By: W. R. Hadjipani

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

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SERVICE LIST

JAN 09 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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Harrisburg, PA 17101

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PA Public Utility Commission  
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Harrisburg, PA 17102

D. Mark Thomas  
Regina L. Martz  
Thomas, Thomas, Armstrong  
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Harrisburg, PA 17108-9500

Irwin A. Popowsky  
Office of Consumer Advocate  
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Harrisburg, PA 17101-1921

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

Bureau of Fixed Utility Services  
PA Public Utility Commission  
Commonwealth Keystone Bldg.  
400 North Street  
Harrisburg, PA 17120

Office of Special Assistants  
PA Public Utility Commission  
Commonwealth Keystone Bldg.  
400 North Street  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
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14<sup>th</sup> Floor  
Harrisburg, PA 17120

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Harrisburg, PA 17108-1146

Michelle Painter  
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Washington, D.C. 20036

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United Telephone Co. of PA  
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Carlisle, PA 17013

Norman J. Kennard  
Malatesta Hawke & McKeon  
100 North Tenth Street  
Harrisburg, PA 17101

Joseph Laffey  
Commonwealth Telephone 100  
CTE Drive  
Dallas, PA 18612

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

DOCKETED  
JAN 13 2004

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCUMENT  
FOLDER

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania 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.

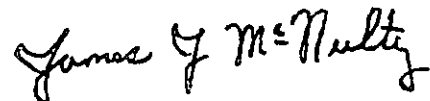
Docket Number: A-310183F7000.

Verizon Pennsylvania Inc. and Sprint Communications Company L.P., by its counsel, filed on January 9, 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 Pennsylvania 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

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

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LEGISLATIVE REFERENCE  
BUREAU

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



1717 Arch Street, 32N  
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 Pennsylvania Inc. and  
Sprint Communications Company L.P.  
for Approval of Amendment No. 1  
to an Interconnection Agreement  
Dkt. No. A-310183F7000

**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

**RECEIVED**

APR - 9 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DEM/slb

cc: Shelley Jones, Sprint

106

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW  
Philadelphia, PA 19103

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

DOCUMENT

April 19, 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

RECEIVED

APR 19 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and  
Sprint Communications Company L.P.  
for Approval of Amendment No. 1  
to an Interconnection Agreement  
Dkt. No. A-310183F7000

DOCKETED

JUN 29 2004

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

154

## DOCUMENT

April 26, 2004

**To:** James McNulty, Secretary

**From:** Cheryl Walker Davis, Director  
Office of Special Assistants

**Subject:** Closed Interconnection Agreement Assignments

SECRETARY'S BUREAU  
04 APR 26 PM 2:22

The following list of OSA assignments should be noted as closed, and removed from the OSA active assignment list, due to receiving the required true and correct signed copies of the agreements and/or amendments:

A-310963F7001	A-310963F7000	A-311204F7001
A-310555F7000	A-310554F7001	A-311293F7000
A-310752F7000	A-310183F7000	A-310994F0002
A-310806F7002	A-310510F7002	A-310203F0002
A-310203F0002	A-311255F7003	A-310806F7002
A-310994F0002	A-310204F7001	A-311302F7001
A-310581F7000	A-311302F7000	A-310972F7000
A-310581F7001	A-310738F7000	A-310972F7001
A-311315F7003.		

If you have any further questions or concerns, please feel free to contact Bobbi Lathrop at 2-8584. Thank you.

DOCKETED  
MAY 11 2004

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

October 22, 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

DOCUMENT  
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OCT 28 2004

PA PUBLIC UTILITY COMMISSION

RE: Joint Filing of  
Verizon Pennsylvania Inc. and  
Sprint Communications Company L.P.  
of an Interconnection Agreement,  
Dkt. No. A-310183 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania 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 Adoption was effective July 1, 2004, the Adoption letter was signed by the two parties' signers on September 17, 2004 and September 28, 2004 respectively. Thus, this Joint 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 Sprint Communications Company L.P.

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

63



A- 310 183 F7000

**AMENDMENT NO. 2**

OCT 23 2004

to the

**INTERCONNECTION AGREEMENT**

FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, DC 20541

between

**VERIZON PENNSYLVANIA INC.,  
F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.**

**DOCKETED**  
DEC 22 2004

and

**SPRINT COMMUNICATIONS COMPANY L.P.  
FOR PENNSYLVANIA**

**DOCUMENT  
FOLDER**

This Amendment No. 2 (this "Amendment") is effective July 1, 2004 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic - Pennsylvania, Inc. ("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 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Part V, Section 2.7 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Part IV, Sections I.A, and Note 28).

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

1.1.1.4 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.

1.1.1.5 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. IntraMTA 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.

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 L.P.

VERIZON PENNSYLVANIA INC.

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

9-17-04  
(Date)

SEP 28, 2004  
(Date)

**ATTACHMENT 1**

**A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:**

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charge:</u></b>
<b>I. Local Traffic Termination<sup>1</sup></b> Local Traffic Delivered at Verizon Interconnection Point	Amendment Effective Date and thereafter -- \$0.0007 per minute of use	Not Applicable

---

<sup>1</sup> The charges for Local Traffic Termination set out in this Section A.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's 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 (4/18/01). The dates shown in this schedule 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.

**B. SPRINT SERVICES, FACILITIES, AND ARRANGEMENTS:**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Local Traffic Termination<sup>2</sup></b> Local Traffic Delivered at Sprint Interconnection Point	Amendment Effective Date and thereafter -- \$0.0007 per minute of use	Not Applicable

---

<sup>2</sup> The charges for Local Traffic Termination set out in this Section B.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's 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 (4/18/01). The charges for Local Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to Sprint for Local Traffic Termination set out in Section A.I. In the event of any change in the charges for Local Traffic Termination set out in Section A.I, the charges for Local Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A.I. The Local Traffic Termination per minute of use charge billed by Sprint to Verizon shall not exceed the Local Traffic Termination per minute of use charge billed by Verizon to Sprint. The dates shown in this schedule 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.

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  
300 North Second Street  
Harrisburg, PA 17101

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  
PA Public Utility Commission  
P. O. Box 3265  
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

RECEIVED

OCT 22 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

DATE: November 12, 2004

SUBJECT: A-310183F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

**DOCKETED**  
DEC 22 2004

**DOCUMENT  
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND  
SPRINT COMMUNICATIONS COMPANY L.P. FOR APPROVAL OF AMENDMENT  
NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF  
THE TELECOMMUNICATIONS ACT OF 1996.

---

Attached is a copy of a Joint Petition for Approval of  
Amendment No. 2 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 November 27, 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

NOTICE TO BE PUBLISHED

**DOCKETED**  
DEC 22 2004

Joint Petition of Verizon Pennsylvania Inc. and Sprint Communications Company L.P. for Approval of Amendment No. 2 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310183F7000

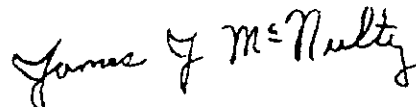
**DOCUMENT  
FOLDER**

Verizon Pennsylvania Inc. and Sprint Communications Company L.P., by its counsel, filed on October 22, 2004, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 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 Pennsylvania 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

PA. CODE & BULLETIN

04 NOV 12 PM 2:47

RECEIVED  
LEGISLATIVE REFERENCE  
BUREAU

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

RECEIVED

**ORIGINAL**  
**verizon**

FEB 07 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

1717 Arch Street, 32NW  
Philadelphia, PA 19103

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

February 7, 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

**DOCKETED**  
MAY 24 2005

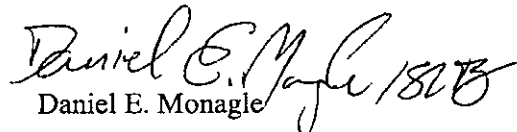
RE: Joint Filing of  
Verizon Pennsylvania Inc. and Sprint Communications Company L.P.  
of Amendment to an Interconnection Agreement  
Dkt. No. A-310183 F7000

Dear Mr. McNulty:

Pursuant to your letter of January 18, 2005 in the above-captioned matter, enclosed on diskette is a copy of the Interconnection Agreement, with appropriate amendment, particularly including Amendment No. 2, which was filed with the Commission on October 22, 2004 and approved by the Commission by Order entered December 20, 2004. In addition, please be advised that the Amendment No. 2 filed on October 22, 2004 is the true and correct signed copy of that Amendment. In addition, by cc: of this letter a separate copy of the diskette, with the Interconnection Agreement in .pdf format, also 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,

  
Daniel E. Monagle

DEM/slb

attachment: Diskette

cc: Ms. Bobbi Lathrop, OSA (with diskette)  
Shelley Jones, Sprint (without diskette)

KJR

**DOCUMENT  
FOLDER**

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