

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: 12/10/04
 8. DOCKET NO: A-310258 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: TCG DELAWARE VALLEY, INC.

COMP/APP COUNTY:

UTILITY CODE: 310258

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC.
FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION
252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED
JAN 05 2005

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9/30/05 - JOINT PETITION OF VERIZON PENNSYLVANIA, INC. AND TCG DELAWARE VALLEY
INC. FOR APPROVAL OF AMENDMENT NO. 4 TO THE INTERCONNECTION AGREEMENT UNDER
SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED
OCT 12 2005

CAPTION SHEET

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UTILITY CODE: 310258

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC. FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

9/30/05 - JOINT PETITION OF VERIZON PENNSYLVANIA, INC. AND TCG DELAWARE VALLEY INC. FOR APPROVAL OF AMENDMENT NO. 4 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

08/21/06 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC. FOR APPROVAL OF AMENDMENT NO. 5 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED
AUG 25 2006

1. REPORT DATE: 00/00/00 :
 2. BUREAU: OSA :
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PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: TCG DELAWARE VALLEY, INC.

COMP/APP COUNTY: UTILITY CODE: 310258

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC. FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

9/30/05 - JOINT PETITION OF VERIZON PENNSYLVANIA, INC. AND TCG DELAWARE VALLEY INC. FOR APPROVAL OF AMENDMENT NO. 4 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

08/21/06 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC. FOR APPROVAL OF AMENDMENT NO. 5 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

11/13/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY INC. FOR APPROVAL OF AMENDMENT NO. 6 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 

1717 Arch Street, 32N
Philadelphia, PA 19103

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

December 10, 2004

VIA UPS EXPRESS MAIL

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

RECEIVED

DEC 10 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

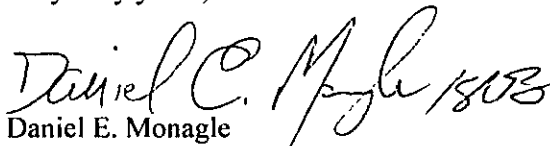
RE: Joint Filing of
Verizon Pennsylvania Inc. and
TCG Delaware Valley, Inc.
of an Interconnection Agreement,
Dkt. No. A-310258 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 3 to the Interconnection Agreement between Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., which Agreement was filed with the Commission on pursuant to arbitration in Docket No. A-310258. This Amendment should be attached to and made part of the arbitrated Agreement. Although the Amendment was effective November 1, 2004, the Amendment was signed by the two parties' signers on November 13, 2004. 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 Teleport Communications Group.

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: Kathleen Whiteaker, TCG/AT&T (via UPS Express Mail)
Attached Service List

DOCUMENT
FOLDER

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
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

DEC 10 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGINAL

A-310258 F7000

RECEIVED

DEC 10 2004

AMENDMENT NO. 3

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

TCG DELAWARE VALLEY, INC.

DOCKETED
JAN 05 2005

AMENDMENT
to
INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of November 1, 2004 (the "Effective Date"), amends each of the Interconnection Agreements (the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to November 1, 2004, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Act.

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, modifications to the Interconnection Agreements (in effect as of the Effective Date) pursuant to Sections 3, 4 and

5 of Attachment 2 hereto shall apply with respect to traffic exchanged by the Parties that is covered by the next bill rendered, on or after the Effective Date, in the ordinary course by each Party for the affected categories of traffic, with respect to usage that is customarily and timely included in such bills, even if such traffic was actually exchanged on a date up to sixty (60) days prior to the Effective Date.

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

3. Counterparts. This Amendment may be executed in 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.

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 provision of this Amendment.

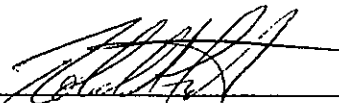
5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements 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 terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

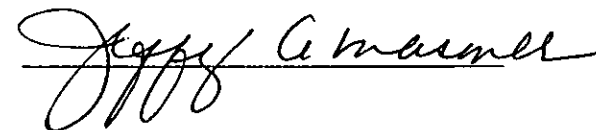
By: 

Printed: Robert S. Feit

Title: Vice Pres. - Law +
Corp. Secy - AT&T Corp

Date: 11/13/04

THE VERIZON PARTIES

By: 

Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services
Policy and Planning

Date: Nov. 13, 2004

Attachment 1

Interconnection Agreements Between The Parties as of November 1, 2004

ACC ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p>Connecticut ACC Long Distance of Connecticut Corp. ("ACC CT") assigned its Interconnection Agreement with Verizon New York Inc. d/b/a Verizon New York dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New York Inc. d/b/a Verizon New York dated August 23, 1999.</p>	<p>Assigned to AT&T</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>Delaware</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 4, 1998 by and between BELL ATLANTIC - DELAWARE, INC. and ACC NATIONAL TELECOM CORP.</p>	<p>Bell Atlantic – Delaware, Inc. ACC National Telecom Corp.</p>	<p>6/4/98 effective</p>	<p>Amendment 2</p>
<p>Maine ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Maine dated as of April 7, 1999, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Maine dated June 1, 1999.</p>	<p>Assigned to AT&T</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

ACC ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Massachusetts	AGREEMENT between New England Telephone and Telegraph Company d/b/a BA and ACC National Telecom Corp.	Bell Atlantic - Massachusetts (n/k/a Verizon New England Inc. d/b/a Verizon Massachusetts) ACC NATIONAL TELECOM CORP.	6/25/97 effective	Amendment 2
New Hampshire ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon New Hampshire dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon New Hampshire dated April 12, 1999.	Assigned to AT&T	N/A	N/A	N/A
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and ACC NATIONAL TELECOM CORP.	Verizon New York Inc. ACC NATIONAL TELECOM CORP.	6/24/02 effective	Amendment 2

ACC ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Pennsylvania (BA)</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and ACC NATIONAL TELECOM CORP.</p>	<p>Bell Atlantic - Pennsylvania, Inc. (n/k/a Verizon Pennsylvania, Inc.) ACC NATIONAL TELECOM CORP.</p>	<p>6/8/98 effective</p>	<p>Amendment 2</p>
<p align="center">Rhode Island</p> <p>ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Rhode Island dated as of April 7, 1999, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Rhode Island dated June 7, 1999.</p>	<p>Assigned to AT&T</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p align="center">Vermont</p> <p>ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Vermont dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New England Inc., d/b/a Verizon Vermont dated June 1, 1999.</p>	<p>Assigned to AT&T</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>

ACC ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Bell Atlantic - Washington, D.C., Inc. (n/k/a Verizon Washington, DC Inc.) ACC NATIONAL TELECOM CORP.	6/8/98 effective	Amendment 2

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
California	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE CALIFORNIA INCORPORATED, CONTEL OF CALIFORNIA, INC. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.	GTE California Incorporated and Contel of California, Inc. (n/k/a Verizon California, Inc.) AT&T Communications of California, Inc.	1/23/97 effective 1/13/97 approved	Amendment 6
<p align="center">Connecticut</p> <p>ACC Long Distance of Connecticut Corp. ("ACC CT") assigned its Interconnection Agreement with Verizon New York Inc. dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New York Inc. dated August 23, 1999.</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT</p>	<p>New York Telephone & Telegraph Company D/B/A Bell Atlantic - New York (n/k/a Verizon New York, Inc., d/b/a Verizon New York)</p> <p>ACC Long Distance of Connecticut Corp. (assigned to AT&T Communications of New England, Inc.)</p>	6/10/98 effective	Amendment 2

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Delaware	AGREEMENT between Bell Atlantic -- Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: _____, 1997	Bell Atlantic -- Delaware, Inc. (n/k/a Verizon Delaware Inc.) AT&T Communications of Delaware, Inc.	9/30/97 signed and effective 10/21/97 approved	Amendment 3
Florida	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	GTE Florida Inc. (n/k/a Verizon Florida, Inc.) AT&T Communications of the Southern States, Inc.	8/1/97 effective 7/18/97 approved	Amendment 4
Hawaii	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED and AT&T COMMUNICATIONS OF HAWAII, INC.	GTE Hawaiian Telephone Company Incorporated (n/k/a Verizon Hawaii Inc.) AT&T Communications of Hawaii, Inc.	6/13/97 effective 5/8/97 filed	Amendment 2

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p style="text-align: center;">Idaho (AT&T adopted the terms of the Pathnet agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND PATHNET, INC.</p>	<p>GTE Northwest Incorporated (n/k/a Verizon Northwest Inc.) Pathnet, Inc. (AT&T Communications of the Mountain States, Inc., adoptee)</p>	<p>7/10/01 adoption effective 8/21/01 adoption approved 6/29/00 Pathnet effective</p>	<p style="text-align: center;">Amendment 1</p>
<p style="text-align: center;">Illinois</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.</p>	<p>GTE Systems of Illinois (n/k/a Verizon North Inc.) AT&T Communications of Illinois, Inc.</p>	<p>6/28/99 effective 6/21/99 approved</p>	<p style="text-align: center;">Amendment 3</p>
<p style="text-align: center;">Indiana</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.</p>	<p>GTE North Incorporated and Contel of the South d/b/a GTE Systems of Indiana (n/k/a Verizon North, Inc.) AT&T Communication of Indiana</p>	<p>11/24/99 effective 11/17/99 approved</p>	<p style="text-align: center;">Amendment 1</p>

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Maine</p> <p>ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Maine dated as of April 7, 1999, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon Maine dated June 1, 1999.</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, d/b/a BELL ATLANTIC – MAINE and ACC NATIONAL TELECOM CORP.</p>	<p>New England Telephone and Telegraph d/b/a Bell Atlantic – Maine (n/k/a Verizon New England Inc. d/b/a Verizon Maine)</p> <p>ACC NATIONAL TELECOM CORP. (assigned to AT&T Communications of New England, Inc.)</p>	<p>4/7/99 effective</p>	<p>Amendment 2</p>
<p align="center">Maryland</p>	<p>AGREEMENT between Bell Atlantic -- Maryland, Inc. and AT&T Communications of Maryland, Inc.</p>	<p>Bell Atlantic - Maryland, Inc. (n/k/a Verizon Maryland, Inc.)</p> <p>AT&T Communications of Maryland, Inc.</p>	<p>8/1/97 effective</p>	<p>Amendment 3</p>
<p align="center">Massachusetts</p>	<p>AGREEMENT between New England Telephone and Telegraph Company d/b/a BA and AT&T Communications of New England, Inc.</p>	<p>Bell Atlantic – Massachusetts (n/k/a Verizon New England Inc. d/b/a Verizon Massachusetts)</p> <p>AT&T Communications of New England, Inc.</p>	<p>4/13/98 effective</p>	<p>Amendment 1</p>

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Michigan	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.	GTE North Incorporated and Contel of the South, Inc d/b/a GTE Systems of Michigan (n/k/a Verizon North, Inc.) AT&T Communications of Michigan, Inc.	8/3/99 effective 7/16/99 approved	Amendment 3
New Hampshire ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon New Hampshire dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New Hampshire dated April 12, 1999.	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	New England Telephone and Telegraph Company (n/k/a Verizon New England Inc. d/b/a Verizon New Hampshire) ACC NATIONAL TELECOM CORP. (assigned to AT&T Communications of New England, Inc.)	6/10/98 effective	Amendment 2
New Jersey	AGREEMENT between Bell Atlantic -- New Jersey, Inc. and AT&T Communications of New Jersey, Inc.	Bell Atlantic - New Jersey, Inc. (n/k/a Verizon New Jersey, Inc.) AT&T Communications of New Jersey, Inc.	9/15/97 effective	Amendment 3

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC	Verizon New York Inc. AT&T Communications of New York, Inc.	6/24/02 effective	Amendment 2
North Carolina	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	GTE South Incorporated (n/k/a Verizon South, Inc.) AT&T Communications of the Southern States	2/9/99 effective 1/28/99 approved	Amendment 1
Ohio	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.	GTE North Incorporated (n/k/a Verizon North Inc.) AT&T Communications of Ohio	12/30/98 effective 12/22/98 approved	Amendment 3

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Oregon	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC	GTE Northwest Incorporated (n/k/a Verizon Northwest, Inc.) AT&T Communications of the Pacific Northwest, Inc.	1/27/99 effective 1/20/99 approved	Amendment 2
Pennsylvania (BA) (AT&T adopted the terms of the TCG Pittsburgh agreement)	Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Bell Atlantic - Pennsylvania, Inc. (n/k/a)Verizon Pennsylvania, Inc. TCG - Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)	4/29/02 adoption effective 4/22/02 adoption letter date 8/29/02 adoption approved 2/3/97 TCG Pittsburgh effective	Amendment 1
Pennsylvania (GTE)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	GTE North Incorporated (n/k/a Verizon North, Inc.) AT&T Communications of Pennsylvania, Inc.	10/12/99 effective 10/1/99 approved	Amendment 3

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Rhode Island</p> <p>ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Rhode Island dated as of April 7, 1999, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon Rhode Island dated June 7, 1999.</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999</p> <p>by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, d/b/a BELL ATLANTIC - RHODE ISLAND and ACC NATIONAL TELECOM CORP.</p>	<p>New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island (n/k/a Verizon New England Inc., d/b/a Verizon Rhode Island)</p> <p>ACC NATIONAL TELECOM CORP. (assigned to AT&T Communications of New England, Inc.)</p>	<p>4/7/99 effective</p>	<p>Amendment 2</p>
<p align="center">South Carolina</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED</p>	<p>GTE South Incorporated (n/k/a Verizon South Inc.)</p> <p>AT&T Communications of the Southern States, Inc.</p>	<p>7/14/00 effective</p>	<p>Amendment 1</p>
<p align="center">Texas</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC</p>	<p>GTE Southwest Incorporated (n/k/a GTE Southwest Incorporated, d/b/a Verizon Southwest</p> <p>AT&T Communications of the Southwest, Inc.</p>	<p>6/6/97 effective 5/30/97 approved</p>	<p>Amendment 2</p>

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Vermont</p> <p>ACC National Telecom Corp. ("ACC") assigned its Interconnection Agreement with Verizon New England Inc. d/b/a Verizon Vermont dated as of June 10, 1998, to AT&T Communications of New England, Inc. ("AT&T") and, contemporaneous with such assignment, AT&T terminated its Interconnection Agreement with Verizon New England Inc., d/b/a Verizon Vermont dated June 1, 1999.</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of June 10, 1998 by and between BELL ATLANTIC – VERMONT and ACC NATIONAL TELECOM CORP.</p>	<p>New England Telephone and Telegraph Company, d/b/a Bell Atlantic Vermont (n/k/a Verizon New England, Inc.)</p> <p>ACC NATIONAL TELECOM CORP. (assigned to AT&T Communications of New England, Inc.)</p>	<p>6/10/98 effective</p>	<p>Amendment 2</p>
<p align="center">Virginia (BA)</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.</p>	<p>Verizon Virginia, Inc.</p> <p>AT&T Communications of Virginia, Inc.</p>	<p>10/8/02 effective</p>	<p>Amendment 1</p>
<p align="center">Virginia (GTE)</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTH INCORPORATED AND AT&T COMMUNICATIONS OF VIRGINIA, INC.</p>	<p>GTE South Incorporated (n/k/a Verizon South Inc.)</p> <p>AT&T Communications of Virginia, Inc.</p>	<p>5/28/99 effective 5/14/99 approved</p>	<p>Amendment 1</p>

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Washington, DC	AGREEMENT between Bell Atlantic -- Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997	Bell Atlantic - Washington, D.C., Inc. (n/k/a Verizon Washington, DC Inc.) AT&T Communications of Washington, DC, Inc.	8/25/97 effective 10/24/97 approved	Amendment 3
Washington (State)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	GTE Northwest Incorporated (n/k/a Verizon Northwest Inc.) AT&T Communications of the Pacific Northwest, Inc.	9/25/97 effective 8/25/97 approved	Amendment 2
West Virginia (AT&T adopted the terms of the MCI metro agreement)	Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of FEBRUARY 10, 1999 by and between BELL ATLANTIC - WEST VIRGINIA and AT&T COMMUNICATIONS OF WEST VIRGINIA	Bell Atlantic - West Virginia, Inc. (n/k/a Verizon West Virginia Inc.) AT&T Communications of West Virginia, Inc., adoptee	2/10/99 adoption effective 5/21/99 adoption approved 9/3/98 MCI metro effective	Amendment 2

AT&T ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Wisconsin	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	GTE North Incorporated (n/k/a Verizon North Inc.) AT&T Communications of Wisconsin, Inc.	2/5/99 effective 1/28/99 approved	Amendment 1

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p>California (TCG adopted the terms of the MCI Metro agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE of CALIFORNIA, INCORPORATED AND MCI metro ACCESS TRANSMISSION SERVICES, INC.</p>	<p>GTE California Incorporated (for the state of California) (now known as Verizon California, Inc.) MCI metro Access Transmission Services, Inc. (Teleport Communications Group, Inc. San Diego, Teleport Communications Group, Inc Los Angeles, and Teleport Communications Group, Inc San Francisco, adoptees) *Limited Blanket agreement list all (3) entities</p>	<p>6/10/98 effective 7/13/98 TCG adoptions filed 6/10/98 adoption letter date 9/3/98 adoption approval order 2/11/97 MCI m effective</p>	<p>Amendment 4</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Delaware</p>	<p>AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-DELAWARE, INC. and EASTERN TELELOGIC CORPORATION</p>	<p>Bell Atlantic - Delaware, Inc. (n/k/a Verizon Delaware Inc.) Eastern Telelogic Corporation (n/k/a TCG Delaware Valley, Inc.)</p>	<p>9/13/96 effective</p>	<p>Amendment 7</p>
<p align="center">Florida (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE FLORIDA INCORPORATED and AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.</p>	<p>GTE Florida Incorporated (n/k/a Verizon Florida, Inc.) AT&T Communications of the Southern States, Inc. (TCG South Florida, adoptee)</p>	<p>3/6/98 TCG adoption filed and effective 2/20/98 adoption letter date 8/1/97 AT&T effective</p>	<p>Amendment 3</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Illinois (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.</p>	<p>GTE North, Incorporated, GTE South, Incorporated, d/b/a GTE Systems of Illinois (n/k/a Verizon North Inc., Verizon South Inc.) AT&T Communications of Illinois, Inc. (TCG Chicago and TCG Illinois, adoptees)</p>	<p>6/2/04 TCG adoption effective 5/19/04 adoption letter date 9/15/04 adoption filed 6/28/99 AT&T effective</p>	<p align="center">Amendment 1</p>
<p align="center">Indiana (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., D/B/A GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.</p>	<p>GTE North Incorporated and Contel of the South, Inc., d/b/a GTE Systems of Indiana, Inc. (n/k/a Verizon North Inc., Contel of the South, Inc. d/b/a Verizon North Systems) AT&T Communications of Indiana, Inc. (TCG Indianapolis, adoptee)</p>	<p>5/21/03 adoption effective 4/7/03 adoption letter date 4/21/03 adoption filed 11/24/99 AT&T effective</p>	<p align="center">Amendment 1</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Bell Atlantic - Maryland, Inc. (n/k/a Verizon Maryland Inc.) TCG Maryland	2/3/97 effective	Amendment 4
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC- MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON	New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts (n/k/a Verizon New England Inc., d/b/a Verizon Massachusetts) Teleport Communications Boston (n/k/a Teleport Communications Boston, Inc.)	10/29/97 effective	Amendment 3

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Michigan (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.</p>	<p>GTE North Incorporated and Contel of the South, Inc. d/b/a GTE Systems of Michigan, Inc. (n/k/a Verizon North Inc.) AT&T Corp. (TCG Detroit, adoptee)</p>	<p>11/24/99 adoption filed and effective 2/9/00 adoption approval order 8/3/99 AT&T effective</p>	<p>Amendment 3</p>
<p align="center">New Hampshire (TCG adopted the terms of the ACC agreement)</p>	<p>Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of _____, 1998 by and between BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p>Bell Atlantic - New Hampshire (n/k/a Verizon New England Inc, d/b/a Verizon New Hampshire) ACC National Telecom Corp. (TCG New Hampshire Inc., adoptee) Name change pending to Teleport Communications-Boston, Inc. (need to check on this)</p>	<p>6/18/02 adoption effective 6/11/02 adoption letter date ACC effective 6/10/98</p>	<p>Amendment 2</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
New Jersey (ETC)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION	Bell Atlantic - New Jersey, Inc. (n/k/a Verizon New Jersey Inc.) Eastern TeleLogic Corporation (n/k/a TCG Delaware Valley, Inc.)	9/13/96 effective 1/8/97 approved	Amendment 4
New Jersey (TC Systems)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - NEW JERSEY, INC. and TC SYSTEMS, INC.	Bell Atlantic - New Jersey, Inc. (n/k/a Verizon New Jersey Inc.) TC Systems, Inc. (n/k/a Teleport Communications of New York)	2/3/97 effective 6/11/97 approved	Amendment 4
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and TELEPORT COMMUNICATIONS GROUP INC.	Verizon New York Inc. Teleport Communications Group Inc.	6/24/02 effective	Amendment 2

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">North Carolina (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED</p>	<p>GTE South Incorporated (n/k/a Verizon South, Inc.) AT&T Communications of the Southern States, Inc. (TCG of the Carolinas, Inc., adoptee)</p>	<p>12/8/00 adoption filed and effective 12/27/00 approved 2/9/99 AT&T effective</p>	<p>Amendment 1</p>
<p align="center">Ohio (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.</p>	<p>GTE North Incorporated (n/k/a Verizon North, Inc.) AT&T Communications of Ohio, Inc. (TCG Ohio, Inc., adoptee)</p>	<p>6/2/04 adoption effective 5/19/04 adoption letter date 12/30/98 AT&T effective</p>	<p>Amendment 1</p>
<p align="center">Oregon (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.</p>	<p>GTE Northwest Incorporated (n/k/a Verizon Northwest Inc.) AT&T Communications of the Pacific Northwest, Inc. (TCG Oregon, adoptee)</p>	<p>4/23/99 adoption filed and effective 4/5/99 adoption letter date 5/10/99 adoption approved 1/27/99 AT&T effective</p>	<p>Amendment 2</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p align="center">Pennsylvania (BA) TCG Pittsburgh</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH</p>	<p>Bell Atlantic - Pennsylvania, Inc. (n/k/a Verizon Pennsylvania, Inc.) TCG Pittsburgh</p>	<p>2/3/97 effective 5/27/97 approved</p>	<p align="center">Amendment 2</p>
<p align="center">Pennsylvania (BA) Eastern Telelogic</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION</p>	<p>Bell Atlantic - Pennsylvania, Inc. (n/k/a Verizon Pennsylvania Inc.) Eastern Telelogic Corporation (n/k/a TCG Delaware Valley, Inc.)</p>	<p>9/13/96 effective</p>	<p align="center">Amendment 3</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p>Pennsylvania (GTE) (TCG Pittsburgh and TCG Delaware Valley adopted the terms of the AT&T Agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.</p>	<p>GTE North, Inc. (n/k/a Verizon North Inc.) AT&T Communications of Pennsylvania, Inc. (TCG Pittsburgh, TCG Delaware Valley, Inc., adoptees)</p>	<p>1/26/00 adoption filed and effective 1/12/00 VZ adoption letter date 6/2/00 adoption approved 10/12/99 AT&T effective</p>	<p>Amendment 3</p>
<p>Rhode Island</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND</p>	<p>Bell Atlantic-Rhode Island (n/k/a Verizon New England Inc., d/b/a Verizon Rhode Island) TCG Rhode Island</p>	<p>4/21/99 effective</p>	<p>Amendment 3</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p>Texas (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.</p>	<p>GTE Southwest Incorporated and Contel of Texas (n/k/a Verizon Southwest Inc.) AT&T Communications of the Southwest, Inc. (TCG Dallas and Teleport Communications Houston, Inc., adoptees)</p>	<p>2/20/98 effective 3/12/98 filed 2/17/98 TCG request to adopt 2/20/98 adoption letter date 6/6/97 AT&T effective</p>	<p>Amendment 2</p>
<p>Virginia (BA)</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.</p>	<p>Verizon Virginia, Inc. TCG Virginia, Inc.</p>	<p>10/8/02 effective</p>	<p>Amendment 1</p>
<p>Virginia (GTE) (TCG adopted VA GTE/MFS Intelenet agreement)</p>	<p>Adopted Agreement: MFS/GTE INTERIM VIRGINIA CO-CARRIER AGREEMENT</p>	<p>GTE South Incorporated (n/k/a Verizon South Inc.) MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee)</p>	<p>7/22/97 effective 8/14/97 filed 7/22/97 adoption letter date 6/6/97 MFS Intelenet VA agreement effective</p>	<p>Amendment 1</p>

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - WASHINGTON, D. C., INC. and TELEPORT COMMUNICATIONS - WASHINGTON, D.C., INC.	Bell Atlantic - Washington, D.C. (n/k/a Verizon Washington, DC Inc.) Teleport Communications - Washington, D.C., Inc.	2/3/97 effective	Amendment 4
Washington (State) (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T Communications of the Pacific Northwest, Inc.	GTE Northwest Incorporated (n/k/a Verizon Northwest Inc.) AT&T Communications of the Pacific Northwest (TCG Seattle, adoptee)	4/21/99 adoption filed and effective 4/5/99 VZ adoption letter date 9/25/97 AT&T effective	Amendment 1

TCG ICA AGREEMENTS

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	NOTABLE IDENTIFYING DATES	AMENDMENT NUMBER
<p>West Virginia (TCG adopted terms of MCI Metro agreement)</p>	<p>Adopted Agreement: MCI metro/Bell Atlantic INTERCONNECTION AGREEMENT</p>	<p>Bell Atlantic – West Virginia, Inc. (n/k/a Verizon West Virginia Inc.) MCI metro Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)</p>	<p>6/15/02 adoption effective 6/2/02 adoption letter date 1/6/03 adoption letter filed 9/3/98 MCIIm effective</p>	<p>Amendment 2</p>
<p>Wisconsin (TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED</p>	<p>GTE North Incorporated (n/k/a Verizon North, Inc.) AT&T Communications of Wisconsin, Inc. (TCG Milwaukee, Inc., adoptee)</p>	<p>11/24/03 adoption effective 1/20/04 adoption letter date 2/5/04 adoption filed 3/11/04 adoption approved 2/5/99 AT&T effective</p>	<p>Amendment 1</p>

Attachment 2

Terms and Conditions

A-310258 F7000

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Effective Date" means November 1, 2004.

(c) "End Office" means a carrier switch to which telephone service subscriber access lines are connected for the purposes of interconnection to other subscriber access lines and to trunks.

(d) "End User" means a third party residence or business subscriber to Telephone Exchange Services.

(e) "Extended Local Calling Scope Arrangement" means an arrangement that provides an End User a local calling scope (Extended Area Service, "EAS") outside the End User's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that, under an optional Extended Local Calling Scope Arrangement chosen by the End User, terminates outside of the End User's basic exchange serving area.

(f) "ISP-Bound Traffic" means any Telecommunications traffic originated on the

public switched telephone network ("PSTN") on a dial-up basis that is transmitted to an Internet service provider at any point during the duration of the transmission, and includes V/FX Traffic that is transmitted to an Internet service provider at any point during the duration of the transmission but, for purposes of this Amendment, does not include Local Traffic or VOIP Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether ISP-Bound Traffic does or does not include Local Traffic or VOIP Traffic).

(g) "LERG" or "Local Exchange Routing Guide" means a Telcordia Technologies publication containing NPA/NXX routing and homing information.

(h) "Local Traffic" consists of Telecommunications traffic for which reciprocal compensation is required by Section 251(b)(5) of the Act or 47 C.F.R Part 51, and is based on calling areas established from time to time by each respective state public service commission (typically based on Verizon's local calling area, including non-optional EAS, except that, as of the Effective Date, in the State of New York reciprocal compensation is required on a LATA-wide basis) but, for purposes of this Amendment, does not include ISP-Bound Traffic or VOIP Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether Local Traffic does or does not include ISP-Bound Traffic or VOIP Traffic).

(i) "NPA/NXX Code" means area code plus the three-digit switch entity indicator (i.e., the first six digits of a ten-digit telephone number).

(j) "Tandem" or "Tandem Switch" means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

(k) "Virtual Foreign Exchange Traffic" or "V/FX Traffic" means a call to or from an End User assigned a telephone number with an NPA/NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such End User's station.

(l) "VOIP Traffic" means voice communications (including, for this purpose, fax transmissions and other applications, if any, of a type that may be transmitted over voicegrade communications) that are transmitted in whole or in part over packet switching facilities using Internet Protocol, but, for purposes of this Amendment, do not include ISP-Bound Traffic or Local Traffic (the Parties hereby acknowledging that they shall not be deemed, by virtue of this Amendment, to have agreed for any other purpose whether VOIP Traffic does or does not include ISP-Bound Traffic or Local Traffic). For purposes of this Amendment, VOIP Traffic also includes the foregoing communications exchanged between the Parties that are ultimately

originated by, or terminated to, a third party service provider, provided, however, that, in determining responsibility for access charges (if any) associated with VOIP Traffic pursuant to this Amendment, each Party reserves the right to maintain that such access charges are the responsibility of such third party service provider.

(m) "Wire Center" means a building or portion thereof that serves as the premises for one or more End Office switches and related facilities.

2. Conditions Precedent To Applicability of Rates.

(a) In order for the terms set forth in Sections 3 and 4 below to take effect, the following conditions precedent must be satisfied as of the Effective Date (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption and with respect to such carrier and all of its CLEC affiliates): (i) AT&T shall be in compliance with the terms of Section 8 below regarding interconnection architecture; (ii) there shall be no outstanding billing disputes between the Parties with respect to reciprocal compensation or other intercarrier compensation charges by either Party for Local Traffic, ISP-Bound Traffic or VOIP Traffic; and (iii) the Aggregated Traffic Ratio (as defined in Section 3 below) for the last full calendar quarter prior to the Effective Date (or, in the case of another carrier adopting any of the Interconnection Agreements, for the last full calendar quarter prior to the effective date of any such adoption) shall be no greater than five (5) to one (1).

(b) If any of the conditions precedent set forth in Section 2(a) above are not satisfied as of the Effective Date (or in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption), then compensation for ISP-Bound Traffic and Local Traffic exchanged between the Parties shall be governed by the following terms: (i) ISP-Bound Traffic shall be subject to "bill and keep" (i.e., zero compensation); and (ii) Verizon's then-prevailing reciprocal compensation rates in each particular service territory (as set forth in Verizon's standard price schedules, as amended) shall apply to Local Traffic exchanged between the Parties. For purposes of the preceding sentence only, all Local Traffic and ISP-Bound Traffic above a 3:1 ratio exchanged between the Parties under an Interconnection Agreement shall be considered to be ISP-Bound Traffic (except in Massachusetts, where a 2:1 ratio, instead of a 3:1 ratio, shall apply).

3. Unitary Rate for ISP-Bound Traffic and Local Traffic.

(a) Except as otherwise set forth in Sections 4, 5 or 6, commencing on the Effective Date, and continuing prospectively for the applicable time periods described below (the "Amendment Term"), when ISP-Bound Traffic or Local Traffic is originated by a Party's End User on that Party's network (the "Originating Party") and delivered to the other Party (the "Receiving Party") for delivery to an End User of the Receiving Party, the Receiving Party shall bill and the Originating Party shall pay intercarrier compensation at the following equal, symmetrical rates (individually and collectively, the "Unitary Rate"):

- \$.0005 per minute of use (“MOU”) for traffic exchanged beginning on the Effective Date and ending on December 31, 2004;
- \$.00045 per MOU for traffic exchanged beginning January 1, 2005 and ending on December 31, 2005;
- \$.0004 per MOU for traffic exchanged beginning January 1, 2006 and ending on December 31, 2006 (or ending on a later date if and, to the extent that, this Amendment remains in effect (as set forth in Sections 9 and 10 below) after December 31, 2006);

provided, however, that if for any calendar quarter during the Amendment Term the ratio of MOUs, calculated on an aggregated basis across all jurisdictions, of (i) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the Verizon Parties and delivered to the AT&T Parties, to (ii) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the AT&T Parties and delivered to the Verizon Parties (the “Aggregated Traffic Ratio”), is greater than five (5) to one (1), then the Unitary Rate applicable to all such traffic above a five (5) to one (1) Aggregated Traffic Ratio shall be zero (i.e., “bill and keep”), and the then-applicable Unitary Rate shall continue to apply to all such traffic up to and including a five (5) to one (1) Aggregated Traffic Ratio. For the purpose of calculating the Aggregated Traffic Ratio, and only for that purpose, MOUs of Local Traffic and ISP-Bound Traffic exchanged between AT&T End Users served via UNE-P lines provided by Verizon to AT&T (“AT&T UNE-P lines”) and Verizon End Users (including End Users of a Verizon reseller) shall be included in such calculation; in such case, the calculation of MOUs terminated on AT&T UNE-P lines shall be based on the total MOUs originated by such AT&T UNE-P lines (i.e., the Parties shall assume, for this purpose only, a 1:1 ratio between MOUs originating on, and terminating to, such UNE-P lines). In addition, for the avoidance of doubt, for the purpose of calculating the Aggregated Traffic Ratio, “traffic subject to the Unitary Rate under this Amendment” shall also include VOIP Traffic until such time (if any) as the FCC issues the FCC VOIP Order referred to in Section 5(b) and rules that access charges apply to VOIP Traffic.

(b) Notwithstanding subsection (a) above: (i) for those geographic areas that, as of the Effective Date of this Amendment, are subject to an Interconnection Agreement between the Parties providing that Local Traffic (or the definitional equivalent thereto) within such geographic areas is to be exchanged on a “bill & keep” basis, the Unitary Rate for purposes of this Amendment shall be deemed to be zero (\$0.00) for the duration of the Amendment Term; and (ii) for those geographic areas that, as of the Effective Date of this Amendment, are not subject to existing Interconnection Agreements between the Parties, the Unitary Rate for purposes of this Amendment shall be deemed to be zero (\$0.00) for the duration of the Amendment Term.

(c) Notwithstanding subsection (a) above, the Parties are unable to agree, for purposes of creating a uniform rating methodology under this Amendment, whether V/FX Traffic

that is not ISP-Bound Traffic should be treated like toll traffic that is subject to switched access charges, like Local Traffic subject to the Unitary Rate, or in some other manner. Therefore, the Parties agree that V/FX Traffic that is not ISP-Bound Traffic shall continue to be governed by the treatment accorded such traffic under the terms of the existing Interconnection Agreements between the Parties as in effect prior to this Amendment; provided, however, to the extent such Interconnection Agreements subject V/FX Traffic that is not ISP-Bound Traffic to reciprocal compensation, such traffic shall instead be subject to the Unitary Rate as set forth in this Amendment. Notwithstanding the foregoing terms of this subsection, V/FX Traffic that is VOIP Traffic will be governed by the applicable provisions of Section 5.

4. Traffic Exchanged Over UNE-P Lines.

Notwithstanding Section 3 above, commencing on the Effective Date, and continuing prospectively for the Amendment Term, Local Traffic and ISP-Bound Traffic exchanged over AT&T UNE-P Lines shall continue to be subject to the intercarrier compensation arrangements in place prior to the Effective Date under the applicable Interconnection Agreements, except as otherwise set forth below in this Section 4:

(a) Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, any applicable call flow diagrams, or otherwise, any charges of a type that are considered to be within the scope of "reciprocal compensation charges" (including charges expressly set forth below in this subsection (a) and other charges that may be imposed by a terminating Telecommunications Carrier associated with transport and termination of Local Traffic) for Local Traffic and ISP-Bound Traffic originated by an AT&T End User over a UNE-P line and terminated to a Verizon retail End User or to the End User of a Verizon reseller shall be replaced by the Unitary Rate. (Nothing herein shall limit Verizon's right to continue assessing the ULCTC charge pursuant to the terms of the Interconnection Agreements (or tariffs, when applicable) throughout the Amendment Term.) For the avoidance of doubt, the foregoing principle (i.e., in the first sentence of this subsection (a)) results in the following rate changes between the Parties in the jurisdictions noted below (but only with respect to such traffic):

(i) Verizon, former Bell Atlantic North States.

(A) Maine: The reciprocal compensation charge from the PUC TELRIC rates file (which immediately prior to the Effective Date was \$0.002084 per MOU (daytime), \$0.001756 per MOU (evening) and \$0.001680 per MOU (night/week-end)) is hereby replaced with the Unitary Rate.

(B) Massachusetts: The reciprocal compensation charge from DTE Tariff 17 Part M Sec. 2.6.3 (which immediately prior to the Effective Date was \$0.001127 per MOU) is hereby replaced with the Unitary Rate.

(C) New Hampshire: The charge for Local Inter-Entity Calls "Shared Transport End-to-End, where call terminates to Telephone Company switch," from PUC Tariff 84 Part M Sec. 2.6.3 (which immediately prior to the Effective Date was \$0.002810 per MOU (daytime), \$0.003860 per MOU (evening) and \$0.001341 per MOU (night/week-end)), is hereby replaced with the Unitary Rate.

(D) New York: The UNRCC (which immediately prior to the Effective Date was \$0.001482 per MOU) is hereby replaced with the Unitary Rate.

(E) Rhode Island: The reciprocal compensation charge from PUC Tariff 18 Part M Sec. 2.6.3 (which immediately prior to the Effective Date was \$0.00187 per MOU) is hereby replaced with the Unitary Rate.

(F) Vermont: The charge for Local Inter-Entity Calls "Shared Transport End-to-End, where call terminates to Telephone Company switch," from Verizon SGAT Sec. 4.7.3.1(A) (which immediately prior to the Effective Date was \$0.004290 per MOU), is hereby replaced with the Unitary Rate.

(ii) Verizon, former Bell Atlantic South States (and the District of Columbia).

(A) Delaware: The charge for terminating switching, which includes an End Office trunk port charge (which immediately prior to the Effective Date was \$0.00133 per MOU in the aggregate) is hereby replaced with the Unitary Rate.

(B) District of Columbia: The charge for terminating switching, which includes an End Office trunk port charge (which immediately prior to the Effective Date was \$0.00300 per MOU in the aggregate) is hereby replaced with the Unitary Rate.

(C) Maryland: The charges for terminating switching and End Office trunk ports (which immediately prior to the Effective Date were \$0.00109 per MOU and \$0.000583 per MOU, for a total of \$0.00167 per MOU) are hereby replaced with the Unitary Rate.

(D) New Jersey: The charge for terminating switching, which includes an End Office trunk port charge (which immediately prior to the Effective Date was \$0.001364 per MOU in the aggregate) is hereby replaced with the Unitary Rate.

(E) Pennsylvania: The charge for terminating switching, which includes an End Office trunk port charge (which immediately prior to the Effective Date was \$0.001615 per MOU in the aggregate) is hereby replaced with the Unitary Rate.

(F) West Virginia: The charge for terminating switching, which includes an End Office trunk port charge (which immediately prior to the Effective Date was

\$0.002505 per MOU in the aggregate) is hereby replaced with the Unitary Rate.

(G) Virginia: No adjustment based on newly ordered flat rate structure, pending implementation and retroactive true-up of such structure in lieu of prior rate structure.

(iii) Verizon, former GTE States: Any charge for terminating switching (and any End Office trunk port charge, if applicable) is hereby replaced with the Unitary Rate.

(b) Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, any applicable call flow diagrams, or otherwise, neither Party shall be entitled to collect from the other Party any intercarrier compensation charges (i.e., reciprocal compensation, the Unitary Rate, or UCRCC/UNRCC charges) in connection with the exchange of Local Traffic or ISP-Bound Traffic that is both originated by and terminated to AT&T End Users, if one or both of the AT&T End Users are served over AT&T UNE-P lines. To the extent Verizon or AT&T is unable to uniquely identify the foregoing traffic, the Parties shall implement this provision via a periodic "true-up."

(c) Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, any applicable call flow diagrams, or otherwise, neither Party shall be entitled to collect from the other Party any intercarrier compensation charges (i.e., reciprocal compensation, the Unitary Rate or UCRCC/UNRCC charges), nor shall Verizon be entitled to collect from AT&T any terminating UNE switching charges or End Office trunk port charges, in connection with the exchange of Local Traffic or ISP-Bound Traffic that is originated by Verizon End Users or the End Users of Verizon resellers and terminated to AT&T UNE-P lines.

5. VOIP Traffic.

(a) In accordance with and to the extent required by the FCC's Order, *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, FCC 04-97, WC Docket No. 02-361 (released April 21, 2004) ("AT&T VOIP Order"), any VOIP Traffic exchanged between the Parties that is subject to such AT&T VOIP Order ("Phone-to-Phone VOIP Traffic") shall pursuant to such Order be billed to the responsible Party at the applicable interstate switched access rates as set forth in the Parties' relevant tariffs (including, for the avoidance of any doubt, with respect to both usage and applicable facilities). Should the treatment of traffic subject to the AT&T VOIP Order be modified by the FCC, by a court, or by other applicable federal law, such order or law shall be applied prospectively from the effective date of such order or law to the extent such order or law addresses Phone-to-Phone VOIP Traffic, and each Party reserves all rights to argue for or against retroactive application of that order or law.

(b) Except as provided in subsection (a) above with respect to Phone-to-Phone VOIP Traffic, the Parties do not agree on whether (and, if so, what) compensation is due in connection

with the exchange of VOIP Traffic. Accordingly, until such time as the FCC issues an effective order deciding whether reciprocal compensation, access or some other amount (or regime) constitutes the appropriate compensation due in connection with the exchange of VOIP Traffic (the "FCC VOIP Order"), each Party shall, with respect to VOIP Traffic other than Phone-to-Phone VOIP Traffic (which is addressed in subsection (a) above): (i) track and identify to the other Party sufficient information relating to its VOIP Traffic that is terminated to the other Party to enable the terminating Party to rate such traffic, (ii) conspicuously identify any charges it seeks to impose upon the other Party for termination of VOIP Traffic identified by the other Party to the extent such charges are in excess of the Unitary Rate, and (iii) upon receipt of an invoice from the other Party for charges arising from its termination of such VOIP Traffic, pay an amount no less than the amount that would be due if the Unitary Rate were applied to such VOIP Traffic. Without any probative value as to the merits of either Party's position with respect to the appropriate compensation due on VOIP Traffic, the billed Party may dispute (and withhold payment of) any access or intercarrier compensation charges billed by the other Party on such VOIP Traffic in excess of the Unitary Rate. In addition, the billing Party may accept payment of the lower amount without waiving any claims it may have that a higher amount is due, and the Party delivering such traffic shall be deemed to have taken all steps required in order to preserve any right it may have to not pay a higher amount. Upon the effectiveness of the FCC VOIP Order, such FCC VOIP Order shall be applied prospectively from the effective date of the FCC VOIP Order, and each Party reserves all rights to argue for or against retroactive application of that ruling. In the event the FCC rules that access charges do not apply to such traffic, such traffic shall continue to be subject to the Unitary Rate pursuant to this Amendment.

6. Other Traffic.

Notwithstanding any other provision in the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise:

(a) AT&T shall not knowingly deliver to Verizon Local Traffic or ISP-Bound Traffic that originates with a third Telecommunications Carrier, except (i) in exchanges where such Telecommunications Carrier uses AT&T as the sole means of both terminating Local Traffic and ISP-Bound Traffic to Verizon's network and receiving Local Traffic and ISP-Bound Traffic originating on the Verizon network, (ii) where the Parties exchange Local Traffic and ISP-Bound Traffic with such Telecommunications Carrier for purposes of overflow or redundancy, (iii) if AT&T pays Verizon the same amount that such third Telecommunications Carrier would have paid Verizon for that traffic at the location the traffic is delivered to Verizon by AT&T, not to exceed the applicable Tandem or End Office reciprocal compensation charges for such jurisdiction, or (iv) as may be subsequently agreed to in writing by the Parties.

(b) Local Traffic or ISP-Bound Traffic that originates with a third Telecommunications Carrier and is handed off by AT&T to Verizon pursuant to Section 6(a) above, as well as Local Traffic or ISP-Bound Traffic that Verizon hands off to AT&T for delivery to a third Telecommunications Carrier, in each case other than such traffic that is not

routed through such Telecommunications Carrier's own switch, shall not be included in the calculation of the Aggregated Traffic Ratio in Section 3(a) above.

(c) Notwithstanding the foregoing provisions of Section 6(a), Verizon, in its sole discretion, may elect to deliver Local Traffic or ISP-Bound Traffic originating on its network directly to any third Telecommunications Carrier that is also exchanging such traffic with Verizon through AT&T's network, provided it has made appropriate arrangements with such third Telecommunications Carrier. In the event Verizon elects to do so, AT&T will be deemed to have satisfied the conditions under Section 6(a)(i) above with respect to such direct-trunked traffic.

(d) In determining whether traffic of a third Telecommunications Carrier exchanged with Verizon under Sections 6(a)(i) and 6(a)(iii) above is Local Traffic/ISP-Bound Traffic or, alternatively, interexchange/toll traffic, the terms and conditions of the applicable interconnection agreement (if any) in effect between such third Telecommunications Carrier and Verizon shall control. By way of example, if such an interconnection agreement provides that V/FX Traffic is subject to switched exchange access charges, it shall continue to be subject to such charges even if exchanged with Verizon through AT&T. Verizon will disclose any such interconnection agreement provisions to AT&T upon request.

(e) AT&T may not charge Verizon any fees for transiting Local Traffic or ISP-Bound Traffic from Verizon to a third Telecommunications Carrier pursuant to Section 6(a)(i) or (ii) above other than the Unitary Rate. AT&T may not charge Verizon any fees for transiting Local Traffic or ISP-Bound Traffic from Verizon to a third Telecommunications Carriers pursuant to Section 6(a)(iii) above other than the same amount that such third carrier would have charged Verizon for that traffic.

7. Identification and Routing of Calls.

The Parties shall comply with all terms and provisions set forth in the Interconnection Agreements relating to routing and transmission of call record information, as well as with all applicable laws and regulations relating to each Party's routing and identification of its domestic voice traffic, including all FCC rules governing calling party number ("CPN") information and SS7 signaling information. Where call records do not provide an accurate basis for jurisdictionalization of traffic for intercarrier compensation purposes, the Parties shall use other appropriate methods to be agreed upon.

8. Interconnection Architecture.

Notwithstanding any other provision in the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, this Section sets forth the Parties' respective rights and obligations regarding interconnection architecture during the Amendment Term.

(a) Traffic To Which The Interconnection Architecture Applies.

The network interconnection architecture arrangements set forth in this Amendment apply to interconnection facilities used by the Parties to exchange Local Traffic and ISP-Bound Traffic. They also apply to interconnection facilities used by the Parties to exchange translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll traffic, tandem transit traffic, V/FX Traffic that is not ISP-Bound Traffic, and VOIP Traffic, subject, however, to the applicable terms, if any, set forth in the Interconnection Agreements or applicable tariffs (if any) relating to compensation for facilities, as modified by this Amendment.

Traffic subject to the Unitary Rate under this Amendment (including VOIP Traffic subject to Section 5(b)) may be routed by either Party in the same manner as required for Local Traffic pursuant to the applicable Interconnection Agreements (as modified pursuant to this Section); provided, however, that use of such arrangements for VOIP Traffic may not be cited by or used against either Party to support either Party's position concerning the applicability of access charges or separate trunking requirements for VOIP Traffic. To the extent (i) the pricing for interconnection facilities may differ depending on the extent to which such facilities are used for Local Traffic or for "toll," "access" or "non-reciprocal compensation" traffic, and (ii) such interconnection facilities are used for the exchange of VOIP traffic (other than traffic subject to the AT&T VOIP Order), until such time (if any) as the FCC determines that access charges apply to such traffic, the Parties shall treat such traffic as Local Traffic, in accordance with the terms of the applicable Interconnection Agreement(s) (as modified pursuant to this Section), for purposes of determining billing and payment for such facilities, but in doing so the billing Party shall not be deemed to have waived any claims it may have for application of a higher transport rate should the FCC rule that access charges apply to such traffic. In the event the FCC rules that access charges apply to such VOIP traffic, such traffic will be treated as "access traffic" for purposes of determining billing and payment for such facilities.

(b) Terms for Grandfathering of Existing Interconnection Architecture.

(i) Subject to the terms of this Amendment, the Parties shall "grandfather" their carrier-specific point of interconnection ("POI") architecture existing as of the Effective Date in any LATA where any of the AT&T Parties is interconnected, as of the Effective Date, with Verizon on a direct or indirect (i.e., through another local exchange carrier) basis. As such, in those LATAs in which the Parties are interconnected as of the Effective Date, Verizon shall deliver traffic to AT&T switch(es) in such LATAs where Verizon has an obligation to do so pursuant to the terms of the applicable Interconnection Agreements; and AT&T shall deliver traffic to Verizon Tandems and End Offices in such LATAs where AT&T has an obligation to do so pursuant to the terms of the applicable Interconnection Agreements.

(ii) AT&T shall establish direct end office trunks between any AT&T End Office and any Verizon End Office when traffic between such End Offices reaches 1215 busy hour centium call seconds ("BHCCS") in any two (2) consecutive months (or in any three (3) of six (6) consecutive months). Notwithstanding any other provision of the Interconnection

Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, AT&T shall be financially responsible for any transport facilities associated with such direct end office trunking to the Verizon End Office for traffic originating on AT&T's network.

(iii) For the avoidance of any doubt, the term "transport" as used in this Amendment includes transport facilities, as well as any multiplexing and entrance facilities, to the extent applicable.

(iv) In addition to any other interconnection methods set forth in the applicable Interconnection Agreements, both Parties may meet the foregoing interconnection obligations through purchasing transport from the other Party or a third party, or through self-provisioning. AT&T may self-provision via collocation at the applicable Verizon Wire Center (or via collocation at another Verizon Wire Center in the applicable LATA and the purchase of transport from such Verizon Wire Center (at which AT&T collocates) to the applicable Wire Center), subject to the collocation terms of the applicable Interconnection Agreement or Verizon tariff; and Verizon may do so via an arrangement in which Verizon places its equipment in an AT&T Wire Center, and AT&T provides space and power. For such self-provisioning arrangements that Verizon establishes on or after the Effective Date at an AT&T premise, AT&T shall provide the arrangements at rates no less favorable (taken as a whole) than Verizon collocation rates, and under terms and conditions subject to negotiation and mutual agreement by the Parties. (For avoidance of doubt, AT&T's collocation rates need not be structured identically to Verizon's rates. For example, AT&T may assess fees for space and power on DS-1 or DS-3 increments rather than by square footage.) For such self-provisioning arrangements that Verizon established prior to the Effective Date at an AT&T premise, if the applicable Interconnection Agreement provides AT&T with the right to charge for such arrangements, and if AT&T was charging Verizon, as of the Effective Date, for such arrangements, Verizon will continue to have an obligation to pay those charges. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, Verizon shall not have an obligation to pay any charges associated with the use of AT&T space and power for any such pre-existing arrangements for which AT&T was not charging Verizon as of the Effective Date.

(v) Where an AT&T switch is outside the originating Verizon Tandem serving area, and where Verizon is purchasing transport from AT&T, then AT&T shall charge Verizon transport mileage charges that are calculated using the lesser of the actual airline mileage for the transport Verizon purchases from AT&T or 10 miles. Where an AT&T switch is within the originating Verizon Tandem service area, and where Verizon is purchasing transport from AT&T, AT&T may charge Verizon transport mileage charges calculated using the actual airline mileage for the transport Verizon purchases from AT&T. Subject to the foregoing, in those jurisdictions where Verizon is providing interconnection transport to AT&T, AT&T shall charge Verizon a transport rate that is no higher than the lower of (A) the transport rate that Verizon charges AT&T in such jurisdictions, subject to application of the available Verizon volume and term pricing requirements as provided below in subsection (vii) (and, for the avoidance of any doubt, Verizon's own volumes of transport obtained from AT&T shall be applied in determining

whether Verizon qualifies for any volume and term pricing requirements), and (B) the rate that would be available to Verizon pursuant to the applicable AT&T tariff that corresponds to the tariff providing the basis (i.e., intrastate or interstate special access) for Verizon's rates without regard to this Amendment, subject to application of the available volume and term pricing requirements available under the AT&T tariff as provided below in subsection (vii) based on Verizon's volumes of transport obtained from AT&T. Under each of subsections (A) and (B) above, where Verizon uses Percent Interstate Usage ("PIU") and Percent Local Usage ("PLU") factors for purposes of Verizon's billing of transport to AT&T pursuant to the Interconnection Agreement, AT&T shall apply to such billing of Verizon the same PIU and PLU factors, where applicable, that AT&T provides to Verizon, which factors may be calculated by AT&T on a total volume-weighted statewide or LATA-wide basis as agreed upon by the Parties.

(vi) In those jurisdictions where Verizon is not providing interconnection transport to AT&T, the transport amount that AT&T shall charge to Verizon for purposes of this Section shall be an amount no higher than the Verizon interstate access rates for the applicable jurisdiction, subject to the volume and terms pricing requirements as provided below. At such time that Verizon provides interconnection transport to AT&T in such a jurisdiction, then the terms of the immediately preceding subsection shall apply.

(vii) In all cases described above, each Party shall make available to the other Party any applicable volume and term pricing (subject to the other Party meeting the requirements of the volume and term plan).

(viii) Notwithstanding any other provision of the Interconnection Agreements, this Amendment, an applicable tariff or SGAT, or otherwise, AT&T shall reflect the charges for interconnection transport set forth in this Amendment beginning in its January 2005 invoices to Verizon.

(c) FCC Interconnection Architecture Rules.

If, prior to the expiration of the Amendment Term, the FCC issues an order, modifying the network interconnection rules, in its Unified Intercarrier Compensation Regime proceeding (CC Docket 01-92), upon a Party's written request, the Parties shall, on a market by market basis, discuss in good faith how, if at all, they wish to conform the existing network interconnection architecture to the newly adopted FCC rules. For the avoidance of any doubt, implementation of such new rules taking effect prior to the expiration of the Amendment Term would be subject to the mutual, written agreement of the Parties, and implementation of such new rules to take effect after December 31, 2006 would be subject to the provisions of any Interconnection Agreement related to modifying an Interconnection Agreement for a change of law.

(d) New Interconnection Architecture Provisions.

(i) The terms set forth above in this Section shall apply to any of the AT&T

Parties in any LATA where any of the AT&T Parties is interconnected, as of the Effective Date, with Verizon on a direct or indirect (i.e., through another local exchange carrier) basis. If none of the AT&T Parties is interconnected either directly or indirectly with Verizon in a LATA, the implementation of any interconnection by either Party shall be pursuant to the mutual POI terms and conditions set forth below. Appendix A sets forth those LATAs where AT&T and Verizon are not interconnected as of the Effective Date and for which the mutual POI terms set forth below shall apply, if interconnection is implemented between the Parties in those LATAs.

(ii) AT&T shall establish at least one (1) mutual POI (i.e., a technically feasible point on Verizon's network at which each Party delivers its originating traffic to the other Party) in each of the Verizon Tandem serving areas in each LATA in which either of the Parties wishes to exchange (but is not exchanging as of the Effective Date) traffic.

(iii) Except for LATAs 132 (in New York) and 224 (in New Jersey), the default mutual POI location(s) shall be (A) at each local Tandem location where Verizon houses separate local and access Tandems in the same Wire Center; and (B) at each Verizon local Tandem location, including those combination Tandems that provide both local and access functionality, provided that the number of mutual POIs established at local-only Tandem locations (i.e., there is no combination access functionality or separate access Tandem in the same Wire Center) does not exceed the number of Verizon access Tandems in the LATA. If the number of Verizon local-only Tandems in a LATA exceeds the number of Verizon access Tandems in a LATA, then Verizon may designate which local Tandem locations will be mutual POI locations; provided, however, AT&T shall provide separate trunk groups to those local Tandems at which a mutual POI has not been established by AT&T or direct End Office trunks for its originating traffic that is destined for a Verizon End Office that subtends a Verizon local Tandem at which a mutual POI has not been established by AT&T. For LATAs 132 and 224 (to the extent they are not grandfathered pursuant to Section 8(b) above), the default mutual POI location(s) shall be each Verizon local Tandem location irrespective of the number or location of Verizon access Tandems.

(iv) In any LATA in which there are fewer than two (2) Verizon local Tandems, in addition to the mutual POI at the Verizon Tandem Wire Center(s) as described above, AT&T shall establish additional mutual POIs at a Verizon End Office Wire Center when total traffic exchanged between any AT&T End Office and such Verizon End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months), unless otherwise mutually agreed to in writing by the Parties. AT&T shall establish direct End Office trunks to such Verizon End Office when total traffic exchanged between any AT&T End Office and that End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months). AT&T may meet the direct end office trunking obligation through purchasing transport from Verizon or a third party, or through self-provisioning via collocation.

(v) Where the Verizon End Office subtends a third party carrier Tandem, then

subject to the following condition, each Party shall have the right to interconnect via transiting the third party Tandem for traffic originated by such Party. If the total volume of traffic exchanged between a certain AT&T switch and a certain Verizon End Office reaches 1215 BHCCS in any two (2) consecutive months (or in any three (3) of six (6) consecutive months), AT&T shall establish direct End Office trunks between such locations. At its discretion, AT&T also may establish direct End Office trunks between such locations at a lower traffic volume threshold. The mutual POI will be the existing meet point between Verizon and the Tandem transit provider.

(vi) Where a Verizon switch and an AT&T facility have a common location as set forth in Appendix B to this Amendment, the Parties may effect interconnection for their originating traffic where an applicable Interconnection Agreement specifies use of one way trunks, and for both Parties' respective traffic where an applicable Interconnection Agreement specifies use of two way trunks, via direct intrabuilding cable connection pursuant to rates, terms, and conditions comparable to those set forth in the Parties' New York Interconnection Agreement as in effect on the Effective Date.

9. Early Termination of Interconnection Agreement.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through December 31, 2006, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement effective after December 31, 2006 or are modified pursuant to Section 10 of this Amendment, notwithstanding the fact that an Interconnection Agreement may expire or be terminated prior to that date. In case of the expiration or termination of an Interconnection Agreement prior to December 31, 2006, the terms contained herein shall continue to remain in effect through December 31, 2006 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after December 31, 2006, or are modified pursuant to Section 10 of this Amendment.

10. Modification of Terms.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, upon thirty (30) days advance written notice, either Party may initiate a request, to take effect at any time after December 31, 2006, for an amendment to the Interconnection Agreement(s) to reflect a change of law, or may request inclusion of new or different terms as part of the negotiation or arbitration of a new interconnection agreement, or may request an amendment to an existing agreement providing new or different terms governing intercarrier compensation and network interconnection architecture, provided that neither Party shall be obligated to agree to any such request, and in the event the Parties are unable to agree upon different terms or an amendment to an existing Interconnection Agreement, either Party may seek to have the issue arbitrated pursuant to applicable procedures governing the

Interconnection Agreement.

Appendix A

LATAs Where Verizon and AT&T Are Not Interconnected As of the Effective Date

Hawaii - LATA 834

Mattoon, IL - LATA 976

Macomb, IL - LATA 977

Louisville, IN - LATA 462

Richmond, IN - LATA 937

Reno, NV - LATA 720

Lima-Mansfield, OH - LATA 923

Blue Field, VA - 932

Appendix B

3D Condo and Shared Network Facility Arrangements ("SNFA") Established Between the Parties as of the Effective Date

VERIZON 3D CONDO SITES - 28 locations
<u>Mid-Atlantic</u>
1. 30 E Street, S.W., Washington, D.C.
2. 8670 Georgia Avenue, Silver Spring, MD
3. 323 N. Charles Street, Baltimore, MD
4. 65/75 W. Passaic Street, Rochelle Park, NJ
5. 175 W. Main Street, Freehold, NJ
6. 88 Horsehill Road, Cedar Knolls, NJ
7. 1300 Whitehorse Pike, Hamilton SQ, NJ
8. 95 William Street, Newark, NJ
9. 12 N. 7th Street, Camden, NJ
10. 2510 Turner Road, Richmond, VA
11. 900 Walter Reed Drive, Arlington, VA
12. 120-136 W. Bute Street, Norfolk, VA
13. 816 Lee Street, Charleston WV
14. 703 E. Grace Street, Richmond, VA
15. 225 Franklin Street, Roanoke, VA
16. 210 Pine Street, Harrisburg, PA
<u>New England</u>
1. 250 Bent Street, Cambridge, MA
2. 351 Bridge Street, Springfield, MA
3. 425 Canal Street, Lawrence, MA
4. 45-55 Forest Street, Portland, ME
5. 25 Concord Street, Manchester, NH
6. One Greene Street, Providence, RI
7. 29 Gates Street, White River Junction, VT
<u>New York</u>
1. 33 Thomas Street, New York, NY
2. 158 State Street, Albany, NY
3. 62-64 Henry Street, Binghamton, NY


- 4. 65 Franklin Street, Buffalo, NY
- 5. 201 S. State Street, Syracuse, NY

VERIZON SNFA SITES - 11 locations	
City/State	Street Address
Verizon SNFA Billed to AT&T	
1. Wheeling, WV	1501-1515 Chapline St.
2. Lynchburg, VA	706 Church St.
3. Staunton, VA	115 Fillmore St.
4. Harrisburg, PA	210 Pine St.
5. Williamsport, PA	404 West Fourth St.
6. Garden City, NY	Address Not Available
Verizon SNFA Paid to AT&T	
7. Fredericksburg, VA	State Road 654
8. Newark, NJ	95 William St.
9. Worcester, MA	175 Main St.
10. Highland, NY	Top of Illinois Mountain
11. White Plains, NY	360 Hamilton Ave - D-Bldg.

DATE: January 5, 2005

SUBJECT: A-310258 F7000

TO: Office of Special Assistants

FROM:  James J. McNulty, Secretary

DOCUMENT
FOLDER

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TCG DELAWARE VALLEY, INC. FOR APPROVAL OF AN AMENDMENT NO 3. TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of an 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 January 15, 2005. 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
JAN 05 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCUMENT
FOLDER

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc. for Approval of an Amendment No. 3 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310258 F7000

Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., by its counsel, filed on December 10, 2004, at the Public Utility Commission, a Joint Petition for approval of an Amendment No. 3 to the 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 TCG Delaware Valley, Inc. 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.

RECEIVED
LEGISLATIVE REFERENCE
BUREAU

05 JAN -5 PM 3:49

PA. CODE & BULLETIN

DOCKETED
JAN 05 2005

BY THE COMMISSION

James J. McNulty
James J. McNulty
Secretary

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

March 8, 2005

VIA UPS OVERNIGHT

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

RE: Joint Filing of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
of an Interconnection Agreement
Dkt. No. A-310258 F7000

MAR 8 2005
COMMUNICATIONS SECTION

DOCKETED
MAY 24 2005

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved on February 3, 2005, the parties in the above-referenced matter were directed to notify the Commission whether a true and correct copy of Amendment No. 3 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of the Amendment is the Amendment which the parties filed on December 10, 2004 and which was the subject of the Commission's Order approved February 3, 2005. In addition, by cc: of this letter an electronic copy of the Amendment, and of the underlying Interconnection 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,

Daniel E. Monagle
Daniel E. Monagle

DEM/slb

attachment: Diskette (to OSA only)
cc: Ms. Bobbi Lathrop, OSA (with diskette)
Kathleen Whiteaker, TCG/AT&T

KJR

DOCUMENT
FOLDER

Daniel E. Monagle
Assistant General Counsel

ORIGINAL



Verizon Pennsylvania Inc.
1717 Arch Street, 10W
Philadelphia, PA 19103
Tel: (215) 466-5761
Fax: (215) 563-2658

September 30, 2005

VIA UPS OVERNIGHT

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

DOCUMENT
FOLDER

RE: Joint Petition of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
for Approval of an Interconnection Agreement
Dkt. No. A-310258 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 4 to the Interconnection Agreement between Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., which Agreement was filed with the Commission pursuant to arbitration in Docket No. A-310258. This Amendment should be attached to and made part of the arbitrated Agreement. The Amendment was effective as of September 1, 2005 and was signed by the two parties' signers on August 31, 2005 and September 1, 2005 respectively. As evidenced by the cc: below, notice of this filing is being provided to TCG Delaware Valley, Inc.

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: Peggy Nelson, Esquire, Senior Attorney, TCG/AT&T
Attached Service List

RECEIVED
SEP 30 2005
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

79

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
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

SEP 30 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGINAL

A-310258 F7000

RECEIVED

DOCKETED
OCT 13 2005

AMENDMENT

SEP 30 2005

to

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of September 1, 2005 (the "Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of

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FOLDER

the Act) beyond those or replacing those set forth in Attachment 1 hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

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

3. Counterparts. This Amendment may be executed in 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.

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 provision of this Amendment.

5. 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 against either Party on the basis of authorship of this Amendment.


6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements 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 terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

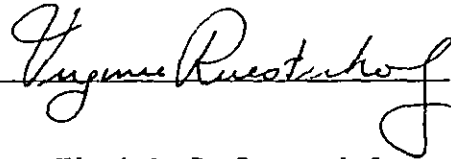
By: 

Printed: Stephen G. Huels

Title: Region Vice President

Date: August 31, 2005

THE VERIZON PARTIES

By: 

Printed: Virginia P. Ruesterholz

Title: President - Wholesale Markets

Date: September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 3
ACC INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and ACC NATIONAL TELECOM CORP.	Verizon New York Inc. ACC National Telecom Corp.	Effective 6/24/02	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp.	Effective 6/8/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
California	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE CALIFORNIA INCORPORATED, CONTEL OF CALIFORNIA, INC. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.	Verizon California Inc., f/k/a GTE California Incorporated AT&T Communications of California, Inc.	Effective 1/23/97	Amendment 8

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Connecticut (ACC assigned its Connecticut agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic - New York ACC Long Distance of Connecticut Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Delaware	AGREEMENT between Bell Atlantic - Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. AT&T Communications of Delaware, Inc.	Effective 9/30/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Florida	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc.	Effective 8/1/97	Amendment 5
AT&T INTERCONNECTION AGREEMENTS				
Idaho (AT&T adopted the terms of the Pathnet agreement)	Adopted Agreement: Interconnection, Resale and Unbundling Agreement Between GTE Northwest INCORPORATED and PATHNET, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated Pathnet, Inc. (AT&T Communications of the Mountain States, Inc., adoptee)	Adoption Effective 7/10/01	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Illinois	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Illinois, Inc.	Effective 6/28/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Indiana	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Indiana, Inc.	Effective 11/24/99	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Maine (ACC assigned its Maine agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - MAINE and ACC NATIONAL TELECOM CORP.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 4/7/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Maryland	AGREEMENT between Bell Atlantic - Maryland, Inc. and	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	Effective 8/1/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T Communications of Maryland, Inc. Effective Date: August 1, 1997	AT&T Communications of Maryland, Inc.		
AT&T INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts AT&T Communications of New England, Inc.	Effective 4/13/98	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Michigan	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Michigan, Inc.	Effective 8/3/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p>New Hampshire</p> <p>(ACC assigned its New Hampshire agreement to AT&T)</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of June 10, 1998</p> <p>by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire</p> <p>ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p>Effective 6/10/98</p>	<p>Amendment 3</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>New Jersey</p> <p>(AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications of New Jersey, L.P.)</p>	<p>AGREEMENT between Bell Atlantic - New Jersey, Inc. and AT&T Communications of New Jersey, Inc.</p> <p>Effective Date: September 15, 1997</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.</p> <p>AT&T Communications of New Jersey, Inc. (AT&T Communications of New Jersey, L.P., assignee)</p>	<p>Effective 9/15/97</p>	<p>Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC.	Verizon New York Inc. AT&T Communications of New York, Inc.	Effective 6/24/02	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
North Carolina	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc.	Effective 2/9/99	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Ohio	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc.	Effective 12/30/98	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
Oregon	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	<p align="center">RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.</p>	<p align="center">Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.</p>	<p align="center">1/27/99</p>	
AT&T INTERCONNECTION AGREEMENTS				
<p>Pennsylvania (former Bell Atlantic)</p> <p>(AT&T adopted the terms of the TCG agreement)</p>	<p>Adopted Agreement:</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of February 3, 1997</p> <p>by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH</p>	<p align="center">Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.</p> <p>TCG - Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)</p>	<p>Adoption Effective 4/29/02</p>	<p>Amendment 2</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>Pennsylvania (former GTE)</p>	<p align="center">INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.</p>	<p align="center">Verizon North Inc., f/k/a GTE North Incorporated</p> <p align="center">AT&T Communications of Pennsylvania, Inc.</p>	<p>Effective 10/12/99</p>	<p>Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Rhode Island (ACC assigned its Rhode Island agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a BELL ATLANTIC - RHODE ISLAND and ACC NATIONAL TELECOM CORP.	Verizon New England, Inc. d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 4/7/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
South Carolina	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc.	Effective 7/14/00	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Texas	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND	GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T Communications	Effective 6/6/97	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.	of Texas, L.P., f/k/a AT&T Communications of the Southwest, Inc.		
AT&T INTERCONNECTION AGREEMENTS				
Vermont (ACC assigned its Vermont agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between BELL ATLANTIC - VERMONT and ACC NATIONAL TELECOM CORP.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Virginia (former Bell Atlantic)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. AT&T Communications of Virginia, Inc.	Effective 10/8/02	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Virginia (former GTE)	INTERCONNECTION, RESALE	Verizon South Inc.,	Effective 5/28/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AND UNBUNDLING AGREEMENT between, GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC.	f/k/a GTE South Incorporated AT&T Communications of Virginia, Inc.		
AT&T INTERCONNECTION AGREEMENTS				
Washington	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.	Effective 9/25/97	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Washington, DC	AGREEMENT between Bell Atlantic -- Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. AT&T Communications of Washington, DC, Inc.	Effective 8/25/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
West Virginia (AT&T adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 MCImetro/Bell Atlantic Interconnection Agreement between MCImetro Access Transmission Services, Inc. ("MCI") and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. MCImetro Access Transmission Services, Inc. (AT&T Communications of West Virginia, Inc., adoptee)	Adoption Effective 2/10/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Wisconsin	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Wisconsin, Inc.	Effective 2/5/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
California (TCG Los Angeles adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group, Inc. Los Angeles, adoptee)	Adoption Effective 6/10/98	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
California (TCG San Diego adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group Inc., San Diego, adoptee)	Adoption Effective 6/10/98	Amendment 6

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
California (TCG San Francisco adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group, Inc. San Francisco, adoptee)	Adoption Effective 6/10/98	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
Delaware	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-DELAWARE, INC. and EASTERN TELELOGIC CORPORATION	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 8

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Florida (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc. (TCG South Florida, adoptee)	Adoption Effective 3/6/98	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Illinois (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Illinois, Inc. (TCG Chicago and TCG Illinois, adoptee)	Adoption Effective 6/2/04	Amendment 2
TCG INTERCONNECTION AGREEMENTS				
Indiana (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T	Adoption Effective 5/21/03	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
TCG INTERCONNECTION AGREEMENTS				
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. TCG - Maryland	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC-MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts Teleport Communications-Boston, Inc., f/k/a Teleport Communications Boston	Effective 10/29/97	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Michigan (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Michigan, Inc. (Teleport Communications Group Inc./TCG Detroit, adoptee)	Adoption Effective 11/24/99	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
New Hampshire (TCG adopted the terms of the AT&T agreement, originally)	Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England	Adoption Effective 6/18/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
assigned to AT&T by ACC)	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee, TCG New Hampshire, Inc., adoptee)		
TCG INTERCONNECTION AGREEMENTS				
New Jersey Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 5
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Teleport Communications New York,	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	by and between BELL ATLANTIC - NEW JERSEY, INC. and TC SYSTEMS, INC.	f/k/a TC Systems, Inc.		
TCG INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and TELEPORT COMMUNICATIONS GROUP INC.	Verizon New York Inc., f/k/a New York Telephone Company Teleport Communications Group Inc.	Effective 6/24/02	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
North Carolina (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc. (TCG of the Carolinas, Inc., adoptee)	Adoption Effective 12/8/00	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Ohio (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc. (TCG Ohio, Inc., adoptee)	Adoption Effective 6/2/04	Amendment 2
TCG INTERCONNECTION AGREEMENTS				
Oregon (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Oregon, adoptee)	Adoption Effective 4/23/99	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) TCG Pittsburgh	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Pittsburgh	Effective 2/3/97	Amendment 3
Pennsylvania (former Bell Atlantic) Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former GTE) (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc. (Teleport Communications Group Inc./TCG Pittsburgh and TCG Delaware Valley, Inc., adoptees)	Adoption Effective 1/26/00	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Rhode Island	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island TCG Rhode Island	Effective 4/21/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Texas</p> <p>(TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement:</p> <p align="center">INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT</p> <p align="center">between</p> <p align="center">GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC.</p> <p align="center">and</p> <p align="center">AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.</p>	<p>GTE Southwest Incorporated, d/b/a Verizon Southwest</p> <p align="center">AT&T Communications of the Southwest, Inc. (TCG Dallas and Teleport Communications Houston, Inc., adoptee)</p>	<p>Adoption Effective 2/20/98</p>	<p align="center">Amendment 3</p>
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Virginia (former Bell Atlantic)</p>	<p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p align="center">Dated as of October 8, 2002</p> <p align="center">by and between</p> <p align="center">VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.</p>	<p>Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. TCG Virginia, Inc.</p>	<p>Effective 10/8/02</p>	<p align="center">Amendment 3</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Virginia (former GTE) (TCG adopted the terms of the MCI Worldcom agreement)	Adopted Agreement: Interim Virginia Co-Carrier Agreement between MFS Intelenet of Virginia, Inc. and GTE South Incorporated	Verizon South Inc., f/k/a GTE South Incorporated MCI WORLDCOM Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee)	Adoption Effective 7/22/97	Amendment 2
TCG INTERCONNECTION AGREEMENTS				
Washington (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Seattle, adoptee)	Adoption Effective 4/21/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3 1997 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and TELEPORT COMMUNICATIONS - WASHINGTON, D.C., INC.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. Teleport Communications - Washington, D.C., Inc.	Effective 2/3/97	Amendment 5
TCG INTERCONNECTION AGREEMENTS				
West Virginia (TCG adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 Agreement between MCImetro Access Transmission Services, Inc. and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)	Adoption Effective 6/15/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Wisconsin (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Wisconsin, Inc. (TCG Milwaukee, Inc., adoptee)	Adoption Effective 11/24/03	Amendment 2

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$30.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$30.00/Month

Unbundled Loops – California

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$21.87/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$21.87/Month

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1B - \$11.31/Month
ISDN BRI Loop	<u>Density Cell:</u> 1B - \$16.70/Month
Customer Specified Signaling - 2-Wire Ground Start	<u>Density Cell:</u> 1B - \$14.21/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire EBS	1B - \$27.47/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1B - \$11.31/Month
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Unbundled Loops – District of Columbia

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$17.52/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$17.52/Month

Unbundled Loops – Delaware

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$13.13/Month 3 - \$16.67/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$13.13/Month 3 - \$16.67/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month

Unbundled Loops – Florida

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month

Unbundled Loops – Idaho

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$45.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$45.00/Month

Unbundled Loops – Illinois

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$24.04/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$24.04/Month

Unbundled Loops – Indiana

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month
2 Wire Digital Loop	<u>Density Cell:</u> All - \$14.63/Month

Unbundled Loops – Massachusetts

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$13.30/Month 2 - \$12.93/Month 3 - \$17.96/Month 4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month

Unbundled Loops – Maryland

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
ISDN BRI Loop	<u>Rate Group</u> A1 - \$12.38/Month A2 - \$12.62/Month B1 - \$24.20/Month B2 - \$16.73/Month

Customer Specified Signaling - 2-Wire	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire HDSL Loop	<u>Rate Group</u> A1 - \$26.62/Month A2 - \$27.27/Month B1 - \$50.22/Month B2 - \$35.35/Month

Unbundled Loops – Maine

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$21.81/Month 2 - \$25.73/Month 3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month

Unbundled Loops – Michigan

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$23.98/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$23.98/Month

Unbundled Loops – Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$27.41/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$27.41/Month
2-Wire Channelized Additional Cost of Unbundling	<u>Density Cell:</u> 1 - \$12.45/Month
ISDN-BRI Loop	<u>Density Cell</u> 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of Unbundling	<u>Density Cell:</u> 1 - \$36.50/Month
ADSL High Capacity Loop	<u>Density Cell:</u> 1 - \$75.22/Month

Unbundled Loops – New Hampshire

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$31.63/Month 2 - \$33.41/Month 3 - \$63.74/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month

Unbundled Loops – New Jersey

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$12.13/Month 2 - \$13.74/Month 3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

Unbundled Loops – New York

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

ISDN BRI Loop	<u>Density Cell:</u> 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	<u>Density Cell:</u> 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$19.68/Month 2 - \$38.12/Month 3 - \$49.31/Month
ISDN-BRI Loop	<u>Density Cell:</u> 1 - \$42.92/Month 2 - \$83.13/Month 3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	<u>Density Cell</u> 1 - \$54.02/Month 2 - \$104.62/Month 3 - \$135.31/Month

2 Wire HDSL Loop	<u>Density Cell:</u> 1 - \$60.39/Month 2 - \$116.97/Month 3 - \$151.28/Month
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Unbundled Loops – Ohio

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$15.73/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$15.73/Month

Unbundled Loops – Oregon

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$13.90/Month 4 - \$23.66/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$13.54/Month 2 - \$16.26/Month 3 - \$19.36/Month 4 - \$28.11/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 3 - \$12.39/Month 4 - \$22.39/Month
2 Wire Digital Loop	<u>Density Cell:</u> 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Rhode Island

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$24.92/Month 2 - \$31.74/Month 3 - \$28.73/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
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Unbundled Loops – South Carolina

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$18.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$18.00/Month

Unbundled Loops – Texas

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month

Unbundled Loops – Virginia (Verizon Virginia Inc.)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month

Unbundled Loops - Virginia (Verizon South Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month

Unbundled Loops - Vermont

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
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Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.96/Month 2 - \$16.74/Month 3 - \$20.11/Month 4 - \$23.36/Month 5 - \$49.85/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.96/Month 2 - \$16.74/Month 3 - \$20.11/Month 4 - \$23.36/Month 5 - \$49.85/Month *Digital loop rates not specifically enumerated in tariff, but equal Analog

Unbundled Loops – Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$32.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$32.00/Month

Unbundled Loops – West Virginia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

ISDN BRI Loop	<u>Density Cell:</u> 1 - \$16.66/Month 2 - \$24.20/Month 3 - \$37.16/Month 4 - \$45.60/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	With Operator & DA		Without Operator & DA	
	Business	Residence	Business	Residence
Connecticut	19.10%	19.10%	21.70%	21.70%
Delaware	16.00%	16.00%	20.00%	20.00%
District of Col.	12.72%	12.72%	14.79%	14.79%
Maine	23.76%	19.80%	25.74%	23.03%
Maryland	19.87%*	19.87%*	19.87%	19.87%
Massachusetts	24.99%	24.99%	29.47%	29.47%
New Hampshire	18.78%	17.30%	20.25%	19.04%
New Jersey	17.04%	17.04%	20.03%	20.03%
New York	19.10%	19.10%	21.70%	21.70%
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%
Rhode Island	14.26%	17.87%	16.38%	18.82%
Vermont	26.01%	18.20%	27.66%	20.43%
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%
West Virginia	15.05%	15.05%	17.84%	17.84%

* In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

** Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA
Arizona	14.50%	14.50%
California	12.00%	12.00%
Florida	13.04%	13.04%
Idaho	13.50%	13.50%
Illinois	17.50%	17.50%
Indiana	19.58%	22.30%
Michigan	15.80%	16.76%
North Carolina	19.97%	19.97%
Nevada	16.00%	16.00%
Ohio	12.16%	16.41%
Oregon	17.00%	17.00%
Pennsylvania – Verizon North Inc.	22.80%	22.80%
South Carolina	18.66%	18.66%
Texas	22.99%	22.99%
Virginia – Verizon South Inc.	20.60%	23.40%
Washington	10.10%*	10.10%*
Wisconsin	18.45%	18.45%

* In WA, OS&DA services discounted at 0.6%

PENNSYLVANIA PUBLIC UTILITY COMMISSION

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NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania, Inc. and TCG Delaware Valley, Inc. Approval of Amendment No. 4 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310258 F7000

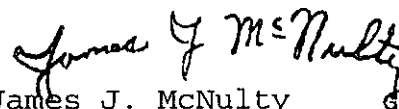
Verizon Pennsylvania, Inc. and TCG Delaware Valley, Inc. by its counsel, filed on September 30, 2005, at the Public Utility Commission, a Joint Petition for approval Amendment No. 4 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

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 TCG Delaware Valley, Inc. Joint Petitions 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
OCT 13 2005

BY THE COMMISSION



James J. McNulty
Secretary

PA. CODE & BULLETIN

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LEGISLATIVE REFERENCE
BUREAU

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

December 8, 2005

VIA UPS OVERNIGHT

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

DOCUMENT
FOLDER

RE: Joint Petition of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
for Approval of an Interconnection Agreement
Dkt. No. A-310258 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved on November 10, 2005, Verizon Pennsylvania Inc. was directed to notify the Commission whether a true and correct copy of Amendment No. 4 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of the parties' Amendment is the Amendment which the parties filed on September 30, 2005 and which was the subject of the Commission's Order approved on November 10, 2005. In addition, by cc: of this letter an electronic copy of the Amendment, in .pdf format, is being sent to the Commission's Office of Special Assistants. We respectfully note that the text of the underlying Agreement, and of the earlier Amendments to that Agreement, previously have been provided to the Commission.

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

Very truly yours,

Daniel E. Monagle

DOCKETED
MAR 9 - 2005

DEM/slb

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

RECEIVED
DEC 8 2005
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

50

Cynthia L. Randall
Assistant General Counsel



ORIGINAL

Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-7146
Fax: (215) 563-2658
Cynthia.L.Randall@Verizon.com

August 21, 2006

VIA UPS OVERNIGHT

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

RECEIVED

AUG 21 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


RE: Joint Filing of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
for Approval of an Interconnection Agreement
Dkt. No. A-310258 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 5 to the Interconnection Agreement between Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., which Agreement was filed with the Commission pursuant to arbitration in Docket A-310258. This Amendment should be attached to and made part of the arbitrated Agreement. The Amendment is deemed to be effective as of July 1, 2006 and was signed by the two parties' signers on August 4, 2006 and August 9, 2006 respectively. Thus, this Joint Filing is being made within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. Notice of this filing is being provided to TCG - Delaware Valley, Inc. by copy of this letter.

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,



Cynthia L. Randall

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CLR/slb
Enclosure

cc: Jerry Hicks, Local Contract Manager, AT&T
Attached Service List

149

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AUG 21 2006

AMENDMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of July 1, 2006 (the "Effective Date"), amends each Interconnection Agreement, between a Verizon incumbent local exchange carrier ("ILEC") affiliate (individually and, collectively, "Verizon" or the "Verizon Parties") and an AT&T wireline competitive local exchange carrier ("CLEC") affiliate (individually and, collectively, "AT&T" or the "AT&T Parties"), that is listed in Attachment 1 hereto. Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties". The term "affiliate", as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to the Interconnection Agreements.

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain billing and related matters associated with services provided under Section 251 of the Act, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.
2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 1

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AUG 25 2006

3. Counterparts. This Amendment may be executed in 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.
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 provision of this Amendment.
5. 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 against either Party on the basis of authorship of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements 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 terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

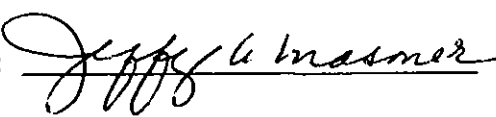
By: 

Printed: Stephen G. Huels

Title: Vice President
Global Access Management

Date: *August 4, 2006*

THE VERIZON PARTIES

By: 

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date: *8/9/2006*

Attachment 1

Interconnection Agreements Between The Parties Subject To This Amendment

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 5
ACC INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp.	Effective 6/8/98	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p>Connecticut (ACC assigned its Connecticut agreement to AT&T)</p>	<p>Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT</p>	<p>Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic – New York ACC Long Distance of Connecticut Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p>Effective 6/10/98</p>	<p>Amendment 4</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>Delaware</p>	<p>AGREEMENT between Bell Atlantic -- Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997</p>	<p>Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc. AT&T Communications of Delaware, Inc.</p>	<p>Effective 9/30/97</p>	<p>Amendment 5</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p align="center">Maine</p> <p>(ACC assigned its Maine agreement to AT&T)</p>	<p>Assigned Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - MAINE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine</p> <p>ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p align="center">Effective 4/7/99</p>	<p align="center">Amendment 4</p>
AT&T INTERCONNECTION AGREEMENTS				
<p align="center">Maryland</p>	<p align="center">AGREEMENT between Bell Atlantic -- Maryland, Inc. and AT&T Communications of Maryland, Inc.</p> <p align="center">Effective Date: August 1, 1997</p>	<p>Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.</p> <p align="center">AT&T Communications of Maryland, Inc.</p>	<p align="center">Effective 8/1/97</p>	<p align="center">Amendment 5</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Massachusetts	<p align="center">INTERCONNECTION AGREEMENT</p> <p align="center">Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts</p>	<p align="center">Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts</p> <p align="center">AT&T Communications of New England, Inc.</p>	<p align="center">Effective 4/13/98</p>	<p align="center">Amendment 4</p>
AT&T INTERCONNECTION AGREEMENTS				
<p align="center">New Hampshire</p> <p align="center">(ACC assigned its New Hampshire agreement to AT&T)</p>	<p align="center">Assigned Agreement:</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p align="center">Dated as of June 10, 1998</p> <p align="center">by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p align="center">Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire</p> <p align="center">ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p align="center">Effective 6/10/98</p>	<p align="center">Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
New Jersey (AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications of New Jersey, L.P.)	AGREEMENT between Bell Atlantic -- New Jersey, Inc. and AT&T Communications of New Jersey, Inc. Effective Date: September 15, 1997	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. AT&T Communications of New Jersey, Inc. (AT&T Communications of New Jersey, L.P., assignee)	Effective 9/15/97	Amendment 6
AT&T INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) (AT&T adopted the terms of the TCG agreement)	Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG - Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)	Adoption Effective 4/29/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p>Rhode Island (ACC assigned its Rhode Island agreement to AT&T)</p>	<p>Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a BELL ATLANTIC - RHODE ISLAND and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England, Inc. d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p>Effective 4/7/99</p>	<p>Amendment 5</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>Vermont (ACC assigned its Vermont agreement to AT&T)</p>	<p>Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between BELL ATLANTIC - VERMONT and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p>Effective 6/10/98</p>	<p>Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Virginia (former Bell Atlantic)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic – Virginia, Inc. AT&T Communications of Virginia, Inc.	Effective 10/8/02	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
Washington, DC	AGREEMENT between Bell Atlantic -- Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997	Verizon Washington, DC Inc., f/k/a Bell Atlantic – Washington, D.C., Inc. AT&T Communications of Washington, DC, Inc.	Effective 8/25/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
West Virginia (AT&T adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 MCImetro/Bell Atlantic Interconnection Agreement between MCImetro Access Transmission Services, Inc. ("MCI") and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. MCImetro Access Transmission Services, Inc. (AT&T Communications of West Virginia, Inc., adoptee)	Adoption Effective 2/10/99	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Delaware	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-DELAWARE, INC. and EASTERN TELELOGIC CORPORATION	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 9

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. TCG - Maryland	Effective 2/3/97	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC-MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts Teleport Communications- Boston, Inc., f/k/a Teleport Communications Boston	Effective 10/29/97	Amendment 6

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p>New Hampshire (TCG adopted the terms of the AT&T agreement, originally assigned to AT&T by ACC)</p>	<p>Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee, TCG New Hampshire, Inc., adoptee)</p>	<p>Adoption Effective 6/18/02</p>	<p>Amendment 4</p>
TCG INTERCONNECTION AGREEMENTS				
<p>New Jersey Eastern TeleLogic</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation</p>	<p>Effective 9/13/96</p>	<p>Amendment 7</p>

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - NEW JERSEY, INC. and TC SYSTEMS, INC.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Teleport Communications New York, f/k/a TC Systems, Inc.	Effective 2/3/97	Amendment 7
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) TCG Pittsburgh	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Pittsburgh	Effective 2/3/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p>Pennsylvania (former Bell Atlantic)</p> <p>Eastern TeleLogic</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION</p>	<p>Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc.</p> <p>TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation</p>	<p>Effective 9/13/96</p>	<p>Amendment 5</p>
TCG INTERCONNECTION AGREEMENTS				
<p>Rhode Island</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND</p>	<p>Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island</p> <p>TCG Rhode Island</p>	<p>Effective 4/21/99</p>	<p>Amendment 6</p>
TCG INTERCONNECTION AGREEMENTS				
<p>Virginia (former Bell Atlantic)</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.</p>	<p>Verizon Virginia Inc. f/k/a Bell Atlantic – Virginia, Inc.</p> <p>TCG Virginia, Inc.</p>	<p>Effective 10/8/02</p>	<p>Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Washington, DC	<p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3 1997 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and TELEPORT COMMUNICATIONS - WASHINGTON, D.C., INC.</p>	<p align="center">Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.</p> <p align="center">Teleport Communications - Washington, D.C., Inc.</p>	Effective 2/3/97	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
West Virginia (TCG adopted the terms of the MCImetro agreement)	<p>Adopted Agreement:</p> <p>MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p> <p>Agreement between MCImetro Access Transmission Services, Inc. and Bell Atlantic-West Virginia, Inc.</p>	<p>Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.</p> <p>MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)</p>	Adoption Effective 6/15/02	Amendment 4

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Effective Date" means July 1, 2006.

(c) "OSS Interface Change Management Process" means the collaborative process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; and which may include such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings. Such process is set forth in the "Wholesale Network Services OSS Interface Change Management Process" document version 2.1 and dated April 5, 2001 and may be amended from time to time in accordance with the terms of such process.

(d) "Resold Services" means those Verizon Telecommunications Services (as defined in the Act) that Verizon, as and to the extent required by Applicable Law, will make available to AT&T, in accordance with Section 251(b)(1) of the Act, for resale, subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and the Interconnection Agreements. The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

(e) "Service" means any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under one or more of the Interconnection Agreements.

2. **Intentionally Left Blank.**

3. **General Requirements.**

(a) This Amendment sets forth terms and conditions under which the Parties shall issue all Invoices for Services provided under the Interconnection Agreements, as well as the terms and conditions for payment of such Invoices; provided, however, for the avoidance of any doubt, access services provided under a Party's interstate or intrastate access Tariffs are not included within the Services covered by this Amendment.

(b) Verizon shall recognize AT&T as the customer of record for all Services obtained under the Interconnection Agreements, and will send all notices, Invoices and other pertinent information directly to AT&T. However, if a Customer of AT&T for certain services is also a Customer of Verizon with respect to other particular services (e.g., intraLATA toll services or customer premise equipment), Verizon shall recognize such Customer as the customer of record with respect to such Verizon services.

(c) Each Party's electronic Invoices will be formatted in accordance with CABS Billing Output Specifications (BOS) for all charges, credit adjustments (as applicable), and Services for which the OBF and/or Telcordia's CABS BOS Technical Review Group (TRG) has developed guidelines. The additional requirements for CABS billing under this Section are set forth in Section 4.

(d) Each Party shall provide Invoices to the other Party, on a monthly basis, for Services rendered under the Interconnection Agreements; such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill limitation set forth in Section 3(e) below (as applicable, based on the terms of Section 3(e)(iv)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill limitation set forth in Section 3(e) below (as applicable, based on the terms of Section 3(e)(iv)), and (v) any applicable, known adjustments not yet applied. Each Invoice shall set forth the quantity and description, as applicable, of the Services provided under the Interconnection Agreements. A CSR (Customer Service Record) will automatically be included with each monthly Verizon Invoice for each applicable Billing Account Number (BAN). The

CSR is an inventory of recurring Services provided to the CLEC and, in addition to other information, includes for each such recurring Service the quantity, the Universal Service Order Code (USOC), description and monthly recurring charge.

(e) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods ("Backbill Amounts") subject to the following limitations:

(i) Subject to the exceptions set forth in Section 3(e)(iv) below, the billed Party shall not be liable for Backbill Amounts included in an Invoice submitted by the billing Party for charges incurred by the billed Party if such Backbill Amounts were incurred earlier than eighteen (18) months prior to the date of the Invoice including such Backbill Amounts. The billing Party shall exercise good faith efforts to not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than eighteen (18) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, the foregoing Backbill Amount limitation shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3(e), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billed Party used (or was provided) such Services.

(ii) Except as set forth in Section 3(e)(iv) below, (A) neither Verizon nor AT&T will bill or charge the other Party for charges incurred by the other Party outside the Backbill Amount limitation defined in Section 3(e)(i) above, and (B) neither AT&T nor Verizon will be liable for charges, contained in Invoices, that were incurred earlier than the Backbill Amount limitation defined in Section 3(e)(i) above; provided, however, the billing Party may, of course, exercise its rights consistent with the dispute resolution provisions of the Interconnection Agreement with respect to Backbill Amounts for which the billing Party provided an Invoice within such Backbill Amount limitation.

(iii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of the Interconnection Agreement, which amounts are with respect to charges incurred prior to such expiration or termination of an Interconnection Agreement, shall be subject to the Backbill Amount limitation defined in Section 3(e)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(e)(iv)).

(iv) Notwithstanding any other provision of the Interconnection Agreements, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than the Backbill Amount limitation defined in Section 3(e)(i) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing disputes, if any, relating to aspects of the Invoices other than the Backbill Amount limitation defined in Section 3(e)(i) above), if the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors or omissions of the billed Party or its agents, or intentional

misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or nonprovision) of call records.

(f) Except as otherwise set forth in Section 6 and, to the extent the Invoice sent by the billing Party is in a mechanized format (e.g., as of the Effective Date, the Invoice is a CABS BOS Bill Data Tape formatted Invoice sent via electronic transmission), such Invoice shall be deemed to be the official Invoice, and paper Invoices are "official" only when the established billing for a Service under the Interconnection Agreements is not in such mechanized format.

(g) The first copy of the official Invoice will be sent free of charge. If either Party requests an additional copy(ies) of an Invoice, such Party shall pay the other Party a fee per additional Invoice copy, unless such copy was requested due to errors, omissions or corrections by the billing Party, or the failure of the transmission to comply with the specifications set forth in this Amendment. Any such fee shall be as set forth in the billing Party's applicable Tariff(s), or, if not so set forth, as mutually agreed by the Parties.

(h) Except as otherwise (i) permitted by Applicable Law or the Interconnection Agreements (e.g., via applicable rates set forth in the Interconnection Agreements) or (ii) mutually agreed upon by the Parties, each Party shall be responsible for (A) all costs and expenses it incurs in complying with its obligations under this Amendment and (B) the development, modification, technical installation and maintenance of any systems or other infrastructure that it requires to comply with and to continue complying with its responsibilities and obligations under this Amendment.

(i) Upon request, each Party shall provide the other Party, at no additional charge, applicable contact numbers for the handling of any billing questions or problems that may develop during the implementation and performance of the terms and conditions of this Section.

(j) Each Party shall identify to the other Party the names and addresses of designated recipients for written and electronic (i.e., via email) correspondence that relate to billing matters under the Interconnection Agreements, including but not limited to, changes in a billing address and notice of billing claims. If a Party elects to change its designated recipient(s), then that change must be made in writing to the other Party's current designated recipient.

4. Use of Electronic Bill Media.

(a) Verizon and AT&T agree that each Party will transmit billing information and data in CABS:BOS format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Verizon has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Verizon must provide AT&T its Connect: Direct Node ID and corresponding VTAM APPL ID before the first

transmission of data via Connect:Direct. AT&T will supply to Verizon its RACF ID and password before the first transmission of data via Connect:Direct. Each Party shall provide to the other Party, in written form, all applicable dataset format information. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

(b) For CABS-billed services, Verizon will assign to AT&T separate BAN(s) per each type of Service for which it renders an Invoice to AT&T.

(c) The Parties will issue all CABS Invoices in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates ("Bill Date") for each BAN, which Bill Date will be the same date month to month and shall be present on each Invoice transmitted. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. Each Party will provide one Invoice associated with each BAN. Each Invoice must contain an Invoice number (which will vary from month to month).

(d) All Invoices rendered by each Party to the other Party pursuant to CABS/BOS billing output specifications shall contain billing data and information in accordance with the most current applicable CABS version, as published by Telcordia Technologies, Inc., or its successor. Each Party shall implement each new CABS version within the standard implementation window as defined by CABS BOS Guidelines.

5. Electronic Transmission for CABS Invoices.

(a) The Parties agree that if the billing Party transmits data to the other Party in a mechanized format, the billing Party will also comply with the following specifications:

- (i) The BAN, and Invoice number, will not contain embedded spaces or low values.
- (ii) The Bill Date will not contain spaces or non-numeric values.
- (iii) Each Invoice must contain at least one detail record.
- (iv) Any "From" Date should be equal to or less than the associated "Thru" Date and neither date can contain spaces.

(b) AT&T and Verizon shall provide each other reasonable notice if a billing transmission is received and cannot be processed. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment Due Date for such resubmitted transmission(s) will be as set forth in Section 10.

6. Use of Other Bill Media.

(a) In the event that electronic transmission of billing information and data via Connect:Direct is unavailable due to service outage, or as otherwise mutually agreed to by the Parties, the Parties will transmit billing information and data to each other via cartridge tape, paper or such other alternative medium as agreed to by AT&T and Verizon for the duration of the service outage or as agreed. The Invoice that is transmitted via such alternative medium is deemed to be the official Invoice until such time as electronic transmission via Connect:Direct resumes. Within a reasonable time period following service restoration, electronic transmission of billing information and data via Connect:Direct shall resume. Each Party shall notify the other Party of the correct billing address(es).

(b) To the extent Service(s) provided under the Interconnection Agreements are not billed via electronic transmission of billing information and if there are no industry-standard billing formats for the billing of such Service(s), the billing medium for such Service(s) will be paper, to include the minimum content requirements contained within this Section 6(b), unless some other billing medium is established in accordance with Verizon's OSS Interface Change Management Process. Unless otherwise agreed between the Parties, the billing Party shall include information for each individual BAN sufficient to enable the billed Party to identify the charges being billed, the type of service ordered, and, where applicable, the usage period to which the billed charges apply.

(c) For paper Invoices each Party will establish Bill Dates for each BAN, which Bill Date will be the same date month to month. For paper Invoices, each Party will provide one Invoice associated with each BAN. Each Invoice must contain an Invoice number (which will vary from month to month).

7. Testing Requirements.

At least fifteen (15) business days prior to the billing Party changing to a new CABS version for its CABS BOS BDT formatted billing or, at least fifteen (15) business days prior to the billing Party introducing CABS BOS BDT formatted Invoices for the first time in conjunction with Services provided under the Interconnection Agreements, the billing Party will send Invoice data in such mechanized format according to this Section, for testing to ensure that the Invoices can be processed and that the Invoices comply with the requirements of this Section. The billed Party will notify the billing Party within a commercially reasonable time period specified by the billing Party or such other time period as may be agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications as set forth in this Amendment. To the extent the billing test file fails to meet CABS/BOS specifications as set forth in this Amendment as a result of errors by the billing Party, the billing Party shall make the necessary corrections within a commercially reasonable time period specified by the billing Party or such other time period as may be agreed to by the Parties to ensure that the billing test file meets CABS/BOS specifications as set forth in this Amendment.

8. Customer Usage Detail Information-General Requirements.

(a) Verizon will provide to AT&T Customer Usage Detail Information with respect to applicable traffic originating from AT&T Customers, that AT&T serves using Resold Services, subject to and in accordance with the rates, terms and conditions of Verizon's applicable Tariffs or, in the absence of such Tariffs, the rates, terms and conditions set forth in the Interconnection Agreements. Such Customer Usage Detail provided in conjunction with Resold Services shall be provided with no rounding of billable time on unrated usage to full minutes. Customer Usage Detail Information generally includes, but may not be limited to, the following categories of information, to the extent that Verizon records such data in the ordinary course of its business: (i) completed calls, including, 800 calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where Verizon provides such Operator Service with respect to an AT&T Customer.

(b) Verizon will provide to AT&T Customer Usage Detail Information (e.g., CAT 10 and CAT 11 records) as EMI records formatted in accordance with EMI industry standard guidelines adopted by the Ordering and Billing Forum.

(c) The Customer Usage Detail Information records shall be transmitted by Verizon to AT&T daily (via a daily usage file ("DUF")), Monday through Friday, except holidays observed by either Party's data centers. These records shall be transmitted in EMI format via Connect:Direct, provided, however, that if AT&T and Verizon do not have Connect:Direct capabilities, such records shall be transmitted as the Parties agree. Verizon and AT&T agree that they will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

(d) Upon request, Verizon will establish a point of contact to whom AT&T may submit its call usage, data error, and record transmission inquiries.

(e) Changes to the DUF (e.g., usage data EMI format, content, and transmission processes) will be tested in accordance with Verizon's OSS Interface Change Management Process.

9. Selected Third Party Call Recording Information.

When a third party local exchange carrier or Commercial Mobile Radio Service (CMRS) carrier utilizes Verizon's Tandem to deliver that carrier's applicable originating traffic to an AT&T-owned Central Office Switch for termination to AT&T's Customers, at AT&T's written request, Verizon will provide to AT&T the terminating billing records that Verizon has for such third party carrier originated calls. The records shall be formatted in accordance with EMI industry standard guidelines adopted by the Ordering and Billing Forum.

10. Billing and Payment of Charges.

(a) Except as may otherwise be provided in this Amendment, each Party shall submit via electronic transmission (as set forth in this Amendment) on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered hereunder (an "Invoice"). Payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (i) the due date specified in the Invoice, which shall reflect a thirty (30) day bill cycle; or (ii) twenty (20) calendar days after the date the final electronic Invoice is received by the billed Party (as evidenced by the electronic transmission records), or to the extent Invoices are transmitted via an alternative medium (other than electronic transmission) pursuant to Section 6 of this Amendment, twenty (20) calendar days from the receipt of such Invoices by the billed Party. If such payment Due Date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such Invoices will be due from the billed Party as follows: (A) if such payment Due Date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment Due Date shall be the first non-Holiday day following such Sunday or Legal Holiday; or (B) if such payment Due Date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment Due Date shall be the last non-Holiday day preceding such Saturday or Legal Holiday. For purposes of this section, a "Legal Holiday" is defined as a day other than Saturday or Sunday which is designated a bank holiday by the Federal Reserve (or such other bank as the Parties mutually agree upon).

(b) AT&T shall make all payments to Verizon in U.S. Dollars via electronic funds credit transfers through the Automated Clearing House Association (ACH) network or by wire transfer to the financial institution designated by Verizon. At least thirty (30) calendar days prior to the first transmission of billing data and information for payment, Verizon will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, Verizon will provide AT&T at least sixty (60) calendar days written notice of the change, and such notice will include the new banking information. Verizon shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer from AT&T shall be received by Verizon no later than the applicable Due Date of each Invoice or a Late Payment Charge will apply as provided in Section 12. Verizon shall not be liable for any delays in receipt of funds or errors in entries caused by AT&T or third parties, including AT&T's financial institution. AT&T is responsible for its own banking fees.

(c) Verizon shall make all payments to AT&T in U.S. Dollars through EFT or EDI to the bank identified on the AT&T remittance document. At least thirty (30) calendar days prior to the first transmission of billing data and information for payment, AT&T will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, AT&T will provide Verizon at least sixty (60) calendar days written notice of the change and such notice will include the new banking information. AT&T shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Verizon payment shall be received by AT&T no later

than the applicable Due Date of each Invoice or a Late Payment Charge will apply as provided in Section 12. AT&T shall not be liable for any delays in receipt of funds or errors in entries caused by Verizon or third parties, including Verizon's financial institution. Verizon is responsible for its own banking fees.

(d) Verizon and AT&T shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the billed Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI or EFT process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Amendment, unless otherwise agreed between the Parties.

(e) In the event the billed Party receives multiple and/or other Invoices from the billing Party that are payable on the same date, the billed Party may remit one payment for the sum of all such Invoices payable to the billing Party's bank account designated pursuant to the terms above, and the billed Party will provide the billing Party with a payment advice pursuant to Section 10(d).

11. Billing Disputes.

(a) If any portion of an amount billed by a Party under this Amendment is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such notice of a bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving an applicable Invoice; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within fifteen (15) months after the payment Due Date of the Invoice(s) containing the Disputed Amounts, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges. The Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute. Amounts due to the billing Party that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 12.

(i) Verizon and AT&T agree that neither Verizon nor AT&T will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum ("Billing Claims"), for credits, refunds, interest, penalties and/or related damages or the like except where written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than fifteen (15) months after the payment Due Date(s) of the disputed Invoice(s) that are the subject of such Billing Claims.

(ii) Except as set forth above, payment of any amounts under this Amendment

does not constitute a waiver of either Party's rights under the terms of the Interconnection Agreements to contest its obligation to pay any amounts allegedly owed under such Interconnection Agreements or to seek a refund for any amount paid.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business (including escalation to higher levels of management, as applicable) within sixty (60) calendar days after delivery to the billing Party of notice of the Disputed Amount, then either Party may pursue dispute resolution pursuant to the terms of the Interconnection Agreements.

(c) The Parties agree that all negotiations pursuant to this Section 11 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

(d) If the Disputing Party disputes charges in accordance with this Section 11, and the dispute is finally resolved in favor of the Disputing Party, the billing Party shall credit the account of the Disputing Party for the subject amount (including any applicable Late Payment Charges (as defined below) calculated and assessed thereon in accordance with Section 12) finally adjudged in its favor. Such credit will be applied against any undisputed charges owed by the Disputing Party to the billing Party under the Interconnection Agreements. Any such credits will be listed separately on the Invoices to be paid by the Disputing Party. If the credit for the disputed amount is greater than the amount due on the Invoice or Invoices to be credited, the billing Party will pay any remaining amount to the Disputing Party via wire transfer, as elected by the Disputing Party.

(e) If the billing Party fails to credit the Disputing Party as required by Section 11(d), then the Disputing Party may elect to subtract the amount that has not been credited from the balance due on the next monthly Invoice received from the billing Party.

(f) The Parties agree to keep separate credits due on payable and receivable accounts.

12. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. The Late Payment Charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed Late Payment Charges) per month.

13. Alternate Billed Calls.

The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (c.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties separate from this Amendment.

14. Assurance of Payment.

(a) Upon request by Verizon, AT&T shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if AT&T (i) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (ii) fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to AT&T by Verizon, (iii) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon or (iv) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (A) a cash security deposit in U.S. dollars held in an account by Verizon or (B) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services, facilities or arrangements to be provided by Verizon to AT&T in connection with the Interconnection Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to AT&T in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve AT&T from compliance with Verizon's regulations as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the Services, facilities or arrangements rendered.

(b) If either Party defaults in the payment of an amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 11 hereof with respect to which the disputing Party has complied with the requirements of Section 11 in its entirety) or if either Party materially violates any other material provision of an Interconnection Agreement, and such

material default or violation shall continue for sixty (60) days after written notice in accordance with the Notice(s) provisions of the Interconnection Agreement, the other Party may terminate the Interconnection Agreement or suspend the provision of any or all Services thereunder by providing written notice to the defaulting Party as provided in this Section 14(b). At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the breaching Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Interconnection Agreement or suspend Service if the breach is not cured. Such written notice of its intention to terminate the Interconnection Agreement or suspend Service shall be posted by overnight mail, return receipt requested, and when sent to the breaching Party, shall be sent to the addresses identified in the Notice(s) provisions of the Interconnection Agreement. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Interconnection Agreement or suspend Service provided thereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Interconnection Agreement or the suspension of Service provided thereunder. Notwithstanding the above, no termination or suspension of Service shall take place if a federal or state regulatory body of competent jurisdiction issues an effective order prohibiting such termination or suspension.

15. Early Termination of Interconnection Agreement.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through June 30, 2009, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after June 30, 2009 or are terminated pursuant to Section 16 of this Amendment, notwithstanding the fact that an Interconnection Agreement may expire or be terminated prior to that date. In case of the expiration or termination of an Interconnection Agreement prior to June 30, 2009, the terms contained herein shall continue to remain in effect through June 30, 2009 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after June 30, 2009, or are terminated pursuant to Section 16 of this Amendment.

16. Termination.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, upon thirty (30) days advance written notice, either Party may terminate this Amendment in its entirety, to take effect at any time after June 30, 2009.

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
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

AUG 21 2006

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Suzan DeBusk Paiva
Assistant General Counsel



ORIGINAL

Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

October 25, 2006

VIA UPS DELIVERY

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

DOCUMENT
FOLDER

RECEIVED

OCT 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
for Approval of an Interconnection Agreement
Dkt. No. A-310258 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on September 29, 2006, Verizon Pennsylvania Inc. was directed to file a true and correct copy of Amendment No. 5 to the parties' Interconnection Amendment, in electronic format. Accordingly, Verizon Pennsylvania Inc. hereby files a true and correct electronic copy of the Amendment, and of the underlying Agreement and of the earlier Amendments, in .pdf format, attached to the copy of this letter that 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,

Suzan D. Paiva

SDP/slb

attachment: Data diskette (OSA only)

cc: Ms. Bobbi Lathrop, OSA (with data diskette)

69

Suzan DeBusk Paiva
Assistant General Counsel



ORIGINAL

Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

November 13, 2007

VIA UPS OVERNIGHT

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

RECEIVED

NOV 13 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc.
for Approval of an Interconnection Agreement
Dkt. No. A-310258 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 6 to the Interconnection Agreement between Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., which Agreement was approved by the Commission pursuant to arbitration in Docket No. A-310258. This Amendment should be attached to and made part of the filed Agreement. **The Amendment is being filed in compliance with the Commission's Order approved and entered on September 13, 2007 in Docket No. P-00042092.** As evidenced by the cc: below, notice of this filing is being provided to TCG Delaware Valley, Inc.

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,

Suzan D. Paiva

DOCUMENT
FOLDER

SDP/slb
Enclosure

cc: Fredrik Cederqvist, Esquire, AT&T Enterprise Services, Inc. for TCG
David G. Hammock, Regional VP, AT&T Global Access Management for TCG
Attached Service List

118

SERVICE LIST

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

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Commerce Building, Suite 1102
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PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

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NOV 1 8 2007

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

DOCUMENT
FOLDER

AMENDMENT NO. 6

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

TCG DELAWARE VALLEY INC.

A-310258F 7000

RECEIVED

NOV 13 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
NOV 20 2007

This Amendment No. 6 (the "Amendment") is made by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, and TCG Delaware Valley Inc., a corporation with offices at One AT&T Way, Bedminster, NJ 07921 ("TCG"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective on November 5, 2007 (the "Amendment Effective Date"). Verizon and TCG are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and TCG are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated September 13, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

WHEREAS, on September 8, 2005, the Administrative Law Judge in Pennsylvania Public Utility Commission Docket No. P-00042092 issued a decision (the "Arbitration Decision") recommending that certain interconnection agreements be amended in accordance with rulings set forth therein; and

WHEREAS, on February 21, 2006, the Pennsylvania Public Utility Commission (the "Commission") in Docket No. P-00042092 issued its Opinion and Order requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

WHEREAS, on September 13, 2007, the Commission in Docket No. P-00042092 issued its Opinion and Order requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Commission's orders of February 21, 2006 and September 13, 2007 and to give contractual effect to the provisions 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. The Agreement is amended to include the following provisions, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.
 - 2.1 Except as permitted by the Amended Agreement, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service TCG seeks to offer.
 - 2.2 [This Section Intentionally Left Blank.]
 - 2.3 Restrictions on TCG's Use of UNEs. TCG may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.
 - 2.4 Discontinued Elements. Notwithstanding any other provision of the Agreement or this Amendment, but subject to and without limiting Section 4.4 and subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, 3.6 and 3.7 below, Verizon, to the extent it has not already done so, may, at any time and without further notice to TCG, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is a Discontinued Element, whether as a stand-alone UNE, as part of a Combination, or otherwise.
 - 2.4.1 Where Verizon is permitted to cease providing a Discontinued Element pursuant to Section 2.4 above and TCG has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Element and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Element, then Verizon, to the extent it has not already done so prior to execution of this Amendment, in its sole discretion, may elect to: (a) convert the subject Discontinued Element to an arrangement available under a Verizon access tariff (i.e., month-to-month rates provided under an applicable access tariff, unless TCG is then subscribed to an applicable special access term/volume plan or other special access arrangement, pursuant to which TCG would be entitled to a lower rate), a resale arrangement, or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to TCG, or (b) in lieu of such a conversion, reprice the subject Discontinued Element by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rates provided under an applicable access tariff, unless TCG is then subscribed to an applicable special access term/volume plan or other special access arrangement, pursuant to which TCG would be entitled to a lower rate), a resale arrangement, or other alternative

wholesale arrangement that Verizon shall identify or has identified in writing to TCG.

2.4.2 With respect to facilities that are Discontinued Elements by operation of the TRO, the rates, terms, and conditions of any arrangements described in Section 2.4.1 above shall apply and be binding upon TCG as of the Amendment Effective Date, except to the extent that an earlier effective date applies under any provision of the Amended Agreement (including, but not limited to, Sections 2.5 and 3 below), a Verizon tariff, or a separate commercial agreement between the Parties.

2.5 Pre-Existing Discontinuance Rights.

2.5.1 Verizon's rights as to discontinuance of Discontinued Elements pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Elements, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Elements.

2.5.2 Without limiting Section 2.5.1 above, this Amendment itself is not intended to implement future changes in law regarding unbundling obligations (whether new affirmative unbundling obligations or cessation of existing unbundling obligations); provided, however, that, for the avoidance of any doubt, this Section 2.5.2 shall not be construed to limit Verizon's rights with respect to: (a) discontinuance of UNEs at wire centers (or on routes) that in the future become non-impaired based on the FCC's criteria referenced in Sections 3.4 and 3.5 below; (b) discontinuance of any loops or transport that in the future exceed the caps set forth in Sections 3.4 and 3.5 below; (c) Verizon's rejection of a TCG *order for a TRRO Certification Element without first seeking dispute resolution*, under Section 3.6.2.3 below; (d) repricing of Discontinued Elements at the end of the TRRO transition periods as provided for in Section 3.9 below; (e) discontinuance of High Capacity EELs that are determined in the future to be non-compliant under Section 3.11.2.2 or 3.11.2.9 below; or (f) implementation of any rates or charges the Commission may approve or establish in the future for any functions Verizon is required to perform under this Amendment.

2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Elements. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under Section 251 of the Act and the FCC's rules implementing that section is solely for the convenience of the Parties and shall not be construed to require or permit application of any requirement of 47 U.S.C. § 252 (including but not limited to, arbitration under 47 U.S.C. § 252(b)) regarding the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements. Subject to and without limiting the foregoing, this Amendment shall not be deemed to limit either Party's rights, if any, under § 271 of the Act that are specifically set forth in express provisions of the Agreement.

2.7 For the avoidance of any doubt, notwithstanding any other provision of the Amended Agreement, Verizon is not required to offer or provide unbundled access to packet switching as a stand-alone facility, as part of a Combination, or otherwise.

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, but subject to and without limiting Section 4.4 below, Verizon is not required to provide access to a FTTH or FTTC Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any loop facility other than a FTTH or FTTC Loop.

3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above and Section 4.4 below), Verizon is not required to provide access to a FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with, but only to the extent required by, the Federal Unbundling Rules, (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established by the Commission, in which case such different rates shall apply as the Commission orders on a prospective basis.

3.1.2.1 Retirement of Copper Loops. Prior to retiring any copper Loop that has been replaced with a FTTH or FTTC Loop, Verizon shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules (which, in part, require Verizon to submit notice of copper Loop retirement no later than ninety-one (91) days prior to the planned date of such retirement); and (ii) any applicable requirements of state law. If TCG is leasing a copper Loop when Verizon submits its notice pursuant to the foregoing sentence, Verizon shall also provide TCG with a copy of such notice pursuant to the notice provisions of the Amended Agreement.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement, but subject to and without limiting Section 4.4 below, TCG shall not be entitled to obtain access to the packet switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not

limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement, when TCG seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. §251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide TCG with nondiscriminatory access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been met, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement, when TCG seeks access to a Hybrid Loop for the provision of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to the entire DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises using time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. If TCG requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall provide TCG unbundled access to a Loop capable of voice-grade service (i.e., equivalent to DS0 capacity) to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon, in its sole discretion, will provide TCG with (i) an existing copper Loop; (ii) or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available. Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.
- 3.2.4.2 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of unbundled Loops pursuant to this Section 3.2.4, Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard

provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.3 Subloop. Verizon shall provide TCG with nondiscriminatory access to Subloops on an unbundled basis at any technically feasible point (including at fiber distribution facilities) and pursuant to Section 251(c)(3) of the Act, Section 51.319(b) of the FCC's rules, and any other Applicable Law. One type of Subloop is Inside Wire Subloop, which is defined in Section 4.7.22 below. The Subloop element shall include any and all of the features, functions, and capabilities of the Subloop, including, but not limited to: (i) loop concentration/multiplexing functionality, (ii) loop distribution, and (iii) on-premises wiring owned or controlled by Verizon. Verizon shall also provide any combination of Subloop elements ordinarily combined in the Verizon network, and any pre-existing combination of Subloop elements shall not be separated unless so directed by TCG.

3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. §251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, TCG may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the Distribution Sub-Loop Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.2 Copper Subloops. Verizon shall provide TCG with nondiscriminatory access to a copper Subloop on an unbundled basis. A copper Subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as transmission facility between any point of technically feasible access, as defined in Section 3.3.3 below, and the end-user customer premises. A copper Subloop also includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper Subloops include two-wire and four-wire analog Subloops as well as two-wire and four-wire Subloops conditioned to transmit the digital signals needed to provide digital services, regardless of whether the Subloops are in service or held as spares.

3.3.3 Point of Technically Feasible Access. A point of technically feasible access is any point in Verizon's outside plant owned or controlled by Verizon, or is at or near a multiunit premises, where it is technically feasible for a technician to access the wire or fiber within a cable without removing a splice case to reach the wire or fiber and thereby establish connectivity. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the single point of interconnection, the feeder/distribution interface, and cross-connection panels deployed at the customer premises. Verizon shall upon a site-specific request by TCG, provide access to a copper Subloop at a splice near a remote terminal. Within thirty (30) days from the Amendment Effective Date, Verizon shall provide TCG with a written proposal that describes in detail commercially viable methods that allow TCG to access Subloops in accordance with the terms of the Agreement, this Amendment and Applicable Law. Within ten (10) days of receipt of such proposal but in no case later than forty (40) days from the Amendment Effective Date, the Parties shall begin to negotiate mutually agreeable terms that effectuate commercially viable methods for TCG to access Subloops. The

agreed upon methods shall be implemented within thirty (30) days after the Parties reach such agreement. Should the Parties not reach agreement within ninety (90) days from the Amendment Effective Date, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement and, to the extent they exist, the expedited dispute resolution processes of such Agreement. Until these issues are resolved by the Parties, or during the pendency of any dispute resolution proceeding initiated by a Party to resolve these issues, Verizon shall, notwithstanding the terms in Section 3.3.1 above, provide TCG with access to the full frequency/spectrum of copper/fiber Hybrid Loops.

- 3.3.4 Collocation. Access to the copper Subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules; provided, however, no collocation requirement may be imposed by Verizon at a customer's premises when TCG uses the same or similar space to access Inside Wire Subloops.
- 3.3.5 Access to Multiunit Premises Wiring. Verizon shall provide TCG with nondiscriminatory access to Inside Wire Subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity or type of media (including, but not limited to copper, coax, radio and fiber) employed for the Inside Wire Subloop.
- 3.3.6 Single Point of Interconnection. Upon notification by TCG that it requests interconnection and/or access to unbundled Inside Wire Subloops, at a multiunit premises and, if so requested by TCG, Verizon shall provide a single point of interconnection (SPOI) that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319 (b) (2) of the FCC's rules, to provide nondiscriminatory access to a Subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point and in any technically feasible manner (with Verizon having the burden of demonstrating infeasibility). Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of the SPOI and provide TCG with unrestricted access thereto not more than forty-five (45) days from receipt of a request by TCG to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through the same SPOI. Verizon charges shall recover only total element long-run incremental cost for constructing any such SPOI. The charges for the SPOI shall be recovered in a nondiscriminatory manner from all carriers (including the portion used by Verizon) using the SPOI. If, within fifteen (15) days from Verizon's receipt of a request from TCG to construct a SPOI, Verizon and TCG are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act. Notwithstanding arbitration of the rates, if Verizon has not completed construction of the SPOI and provided access to TCG within forty-five (45) days of TCG's request, TCG may elect to deploy its own cross connection configuration and connect it to the existing Verizon access point with no further financial obligation to Verizon. If the Verizon SPOI is subsequently made operational and pricing resolved, then Verizon may re-terminate the TCG cross-connections, without additional charge to TCG provided that TCG may obtain a mutually agreeable customer release schedule. Verizon may, at its own option and expense, deploy a multi-carrier SPOI but only if that deployment does not delay TCG access to customers in the MTE.
- 3.3.7 Technical Feasibility. If Verizon and TCG are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether

sufficient space is available, to unbundle a copper Subloop or Subloop for access to multiunit premises wiring at the point where TCG requests, Verizon shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundle the Subloop at the point requested by TCG.

- 3.3.8 Best Practices. Once one state commission has determined that it is technically feasible to unbundle Subloops at a designated point, Verizon, in any state, shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own Subloops at such a point.
- 3.3.9 Connection to Subloops. Connection to Subloops (including the network interface device (NID)), including but not limited to directly accessing the customer side or network side of the cross-connection device owned or controlled by Verizon, may be performed by TCG technicians or its duly authorized agents, at its option, (i) without the presence of Verizon technicians, and (ii) at no additional charge by Verizon. Such connecting work performed by TCG may include but is not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight by Verizon personnel shall be required but Verizon may monitor the work, at its sole expense, provided Verizon does not delay or otherwise interfere with the work being performed by TCG or its duly authorized agents.
- 3.3.10 Verizon shall not require that TCG provide Billing Account Numbers to Verizon as a condition of local number porting to TCG where TCG is overbuilding or has overbuilt on an existing Verizon loop.

3.3A Network Interface Device (NID).

- 3.3A.1 Network Interface Device. Apart from its obligation to provide the NID functionality as part of an unbundled loop or Subloop, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit TCG to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.

3.4 High Capacity Loops.

- 3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide TCG with unbundled access to Section 251(c)(3) DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

- 3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

- 3.4.1.1.1 Verizon shall provide TCG with nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds or has exceeded both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center except to the extent required under the Verizon-MCI merger conditions pursuant to Section 4.7.18.

3.4.1.1.2 TCG and its Affiliates may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS1 Loops.

3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, TCG may not obtain new DS1 Loops as unbundled network elements.

3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide TCG with unbundled access to Section 251(c)(3) DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

3.4.2.1.1 Verizon shall provide TCG with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds or has exceeded both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center except to the extent required under the Verizon-MCI merger conditions pursuant to Section 4.7.18.

3.4.2.1.2 TCG and its Affiliates may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.4.2.2 Transition Period For DS3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, TCG may not obtain new DS3 Loops as unbundled network elements.

3.4.3 Dark Fiber Loops.

- 3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide TCG with access to a Section 251(c)(3) Dark Fiber Loop on an unbundled basis.
- 3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. TCG may not obtain new Dark Fiber Loops as unbundled network elements.

3.5 High Capacity Transport.

- 3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide TCG with unbundled access to Section 251(c)(3) DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

- 3.5.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:

- 3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

- 3.5.1.1.2 TCG and its Affiliates may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is not required to be made available on an unbundled basis under Section 3.5.2.1.

- 3.5.1.2 Transition Period For DS1 Dedicated Transport.

- 3.5.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, TCG may not obtain new DS1 Dedicated Transport as unbundled network elements.

3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide TCG with unbundled access to Section 251(c)(3) DS3 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:

3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.2.1.2 TCG and its Affiliates may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.

3.5.2.2 Transition Period For DS3 Dedicated Transport.

3.5.2.2.1 For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, TCG may not obtain new DS3 Dedicated Transport as unbundled network elements.

3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide TCG with unbundled access to Section 251(c)(3) Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in sections 3.5.3.2 and 3.6.3 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.3.2 Transition Period For Dark Fiber Transport.

3.5.3.2.1 For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that TCG leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate TCG paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, TCG may not obtain new Dark Fiber Transport as unbundled network elements.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide TCG with unbundled access to Section 251(c)(3) Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3. In light of Paragraph 140 of the TRRO, the discontinuation of Entrance Facilities as set forth in this Amendment does not alter any right TCG may have under the existing Agreement to obtain interconnection facilities pursuant to section 251(c)(2) of the Act; provided, however, that, for the avoidance of any doubt, this sentence by itself shall not be construed to establish any such right.

3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:

3.5.5.1 Tier 1 Wire Centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

3.6 TRRO Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that TCG seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), TCG must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to

the best of its knowledge, TCG's request is consistent with the requirements of the TRRO and that TCG is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. TCG's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to TCG by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to TCG under a non-disclosure agreement or that TCG otherwise possesses.

3.6.1.2 The back-up data that Verizon provides to TCG under a non-disclosure agreement pursuant to Section 3.6.1.1 above shall include the number of (i) Business Lines and (ii) Fiber-Based Collocators in each Verizon serving wire center. Back-up data shall include, but not be limited to the definition of "wire center," used, the names of the fiber-based collocators counted in each wire center, line counts identified by line type, the date of each count of lines relied upon by Verizon, the methodology used to count Fiber-Based Collocators, the methodology used to derive the Business Line count and the original sources(s) of such data, all business rules and definitions used by Verizon, and any documents, orders, records or reports relied upon by Verizon for the assertions made. Verizon shall use its best and reasonable efforts to provide the back-up data required by this Section no later than ten (10) business days following TCG's written request, but only if a non-disclosure agreement covering the back-up data is in effect between Verizon and TCG at that time.

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for TCG to provide the certification required by this section, TCG shall use such method, as updated from time to time, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from TCG for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall immediately process the request in accordance with any applicable standard intervals, and for avoidance of doubt, shall not delay processing the request on grounds that the request is for a TRRO Certification Element. If Verizon wishes to challenge TCG's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then TCG shall compensate Verizon for the additional charges that would apply if TCG had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (i.e., month-to-month rate provided under Verizon's applicable interstate access tariff, unless TCG is then subscribed to an applicable special access volume/term plan, or other special access tariff arrangement, pursuant to which TCG would be entitled to a lower rate), or other alternative wholesale arrangement (except as

provided in section 3.6.2.2.1 below as to dark fiber), applicable back to the date of provisioning. The foregoing rates shall apply until such time as TCG requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

- 3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that TCG shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where TCG, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.
- 3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a TCG order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where TCG's order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has ordered or approved or that has otherwise been confirmed through previous dispute resolution; or (b) to the extent the Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.
- 3.6.3 If Verizon revises its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date (any such revision may hereinafter be referred to as a "Wire Center Update Revision"), then Verizon shall notify TCG in writing (by electronic mail or other written communication) of such change ("Wire Center Update Notice"), and the following provisions shall apply effective as of the date that Verizon provides TCG such Wire Center Update Notice (the "Wire Center Update Notice Effective Date"):
- 3.6.3.1 TCG's embedded base of TRRO Certification Elements that are or become Discontinued Elements by operation of any such Wire Center Update Revision (the "Newly-Discontinued Embedded Base") shall be treated as Discontinued Elements under Section 3.9.2 below effective as follows: (a) if the Wire Center Update Notice Effective Date is on or before March 10, 2007, 180 days after the Wire Center Update Notice Effective Date (the "Initial Transitional Wire Center Update Effective Date") and (b) if the Wire Center Update Notice Effective Date is on or after March 11, 2007, 90 days after the Wire Center Notice Update Effective Date (the "Secondary Transitional

Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the First Transitional Wire Center Update Effective Date or the Secondary Transitional Wire Center Update Effective Date, as appropriate, shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable. During such 180- and 90-day periods, the Newly-Discontinued Embedded Base shall be priced at a rate equal to 115% of the rate TCG was obligated to pay for the subject element as of the applicable Wire Center Update Notice Effective Date.

- 3.6.3.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, TCG's certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center List.
- 3.6.3.3 Subject to Section 3.6.2.3 above, nothing contained in this Section 3.6.3 shall limit any right TCG may have to challenge Verizon's revision of its Wire Center Lists, including any change in a Wire Center's designation as Tier 1, Tier 2 or Tier 3.

3.7 DS0 Local Circuit Switching and Related Elements.

- 3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide TCG with access to DS0 Local Circuit Switching on an unbundled basis.
- 3.7.2 TCG shall migrate its embedded end user customer base off of the DS0 Local Circuit Switching element to an alternative arrangement no later than March 10, 2006.
- 3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to DS0 Local Circuit Switching on an unbundled basis for TCG to serve its embedded end user customer base. The price for DS0 Local Circuit Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at which TCG obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. TCG may not obtain new DS0 Local Circuit Switching as an unbundled network element on or after March 11, 2005.
 - 3.7.3.1 For purposes of Section 3.7.3 above, serving the TCG's embedded end user customer base means serving TCG's end user customers using a DS0 Local Circuit Switching arrangement that was in service for that end user customer as of March 11, 2005, and does not include adding new DS0 Local Circuit Switching arrangements, adding new lines to existing DS0 Local Circuit Switching arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject DS0 Local Circuit Switching arrangement as of March 11, 2005; provided, however, that TCG may obtain such additional lines or moves as resale under section 251(c)(4) of the Act (in accordance with the resale provisions of the Agreement), or

pursuant to a separate commercial agreement, or as permitted under other Applicable Law.

3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide TCG with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, to the extent that DS0 Local Circuit Switching is required to be made available pursuant to this Section 3.7, or other Applicable Law. Verizon shall provide Carrier Identification Parameters (CIPs) to TCG as part of any such signaling that Verizon is required to provide to TCG.

3.8 Payment of Transition Charges.

3.8.1 Prospective Transition Charges. TCG shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If TCG fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.

3.8.2 Retrospective Transition Charges.

3.8.2.1 Previously-Invoiced Charges. TCG, within thirty (30) days after the Amendment Effective Date, shall pay any transitional charges described in section 3 of this Amendment that Verizon already billed to TCG in invoices dated prior to the Amendment Effective Date and that TCG has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if TCG pays (or has paid) within thirty (30) days after the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting TCG's obligation to pay Verizon's invoices described in the foregoing provisions of this section 3.8, Verizon may, but shall not be required to, use a true up to recover from TCG any transitional rate increases described in section 3 of this Amendment that TCG has incurred but for which Verizon has not already billed TCG. Verizon may not charge late payments or penalties if TCG pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.8.3 Any bills issued by Verizon that include either a transition rate charge or a true up charge shall enable TCG to determine: (1) the time period for which such transition rate charge or true up charges applies; (2) the applicable transition rate; and (3) the facilities to which the transition rate or true-up amounts apply. Nothing herein shall require Verizon to change its customary billing formats. In the event that Verizon's billing format does not enable it to provide the information required by this section, Verizon shall provide such information separately from the billing in a manner that reasonably achieves the purposes of this section.

3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 TCG may, at any time during the TRRO transition periods set forth in this Section 3, place orders to convert or migrate to alternative arrangements (e.g., a separate agreement at market-based rates, an arrangement under a Verizon access tariff, a resale arrangement, or other arrangement made available by Verizon pursuant to Applicable Law) TCG's embedded base, if any, of Discontinued Facilities that are subject to those transition periods. For avoidance of doubt, if TCG places or has placed a timely order pursuant to this Section 3.9.1, on or before March 10, 2006 (or, in the case of dark fiber, on or before September 10, 2006), then Verizon, upon TCG's request, shall defer the effectiveness of any such orders to a later date, but no later than March 10, 2006 (or, in the case of dark fiber; September 10, 2006). Likewise, as for Newly Discontinued Embedded Base, if TCG places or has placed an order pursuant to this section 3.9.1, on or before the last date of the transition period associated with a Wire Center Update Revision as specified in Section 3.6.3.1 then Verizon, upon TCG's request, shall defer the effectiveness of any such orders to a later date, but no later than the transitional time frame specified in Section 3.6.3.1.

3.9.1.1 Repricing Pending Actual Conversion or Migration. If TCG places or has placed a timely order pursuant to Section 3.9.1 and Verizon has not completed the conversion or migration requested by TCG as of the date requested by TCG (such requested date being no later than the date required under Section 3.9.1), then Verizon, may reprice the subject Discontinued Element effective as of that date by application of the rate(s) that apply to the available replacement service requested by TCG until such time as Verizon completes the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, may in its sole discretion, effectuate such repricing by application of a surcharge to an existing rate(s) so that the existing rate plus the surcharge are equivalent to the subject replacement service.

3.9.2 Failure of TCG to Request Disconnection or Replacement Service by the Required Date. If TCG has not requested disconnection of the subject Discontinued Element and has not submitted a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that section, then Verizon, may, in its sole discretion, without further notice to TCG, convert or migrate the subject Discontinued Element to an alternative access (month-to-month term), resale, or commercial arrangement, or other wholesale arrangement made available by Verizon pursuant to Applicable Law, that Verizon shall identify in writing to TCG, and the rates, terms, and conditions of such arrangement shall apply and be binding upon TCG as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006); provided, however, that Verizon will assess a rate for such alternative arrangement that is not greater than the lowest rate that TCG could have otherwise obtained for an equivalent or substantially similar wholesale service.

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon has not completed the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon may, but shall not be required to, reprice the subject Discontinued Element, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to an alternative access, resale, or commercial arrangement until such

time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon may, in its sole discretion, effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other alternative arrangement that Verizon identifies under section 3.9.2 above. However, if TCG challenges Verizon designation that certain loop and transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.11 Commingling and Combinations.

3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 and Section 4.4 below):

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement or pursuant to Applicable Law with wholesale services obtained from Verizon under a Verizon access tariff or a separate agreement, or as Section 251(c)(4) resale ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules, or other Applicable Law. Moreover, to the extent and so long as required by the Federal Unbundling Rules or other Applicable Law (subject to Section 3.11.1.3 below), Verizon shall, upon request of TCG, perform the functions necessary to commingle or combine such UNEs with Wholesale Services. The rates, terms and conditions of the applicable access tariff, or, as applicable, separate agreement, or rates, terms, and conditions otherwise applicable to section 251(c)(4) resale, will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the UNEs.

3.11.1.2 "Ratcheting," i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs or combinations of UNEs that are commingled with Wholesale Services do not constitute a shared use arrangement as set forth in the applicable Verizon tariff.

3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide TCG with access to any facility that Verizon is not otherwise required to provide to TCG on an unbundled basis under the Amended Agreement or other Applicable Law, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Element.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement or this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above, and Section 4.4 below):

3.11.2.1 Verizon shall not be obligated to provide:

3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and not unless and until TCG certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. TCG must remain in compliance with said service eligibility criteria for so long as TCG continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit shall be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements.

3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Elements, if a High Capacity EEL circuit is or becomes noncompliant as described in this

Section 3.11, and TCG has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant High Capacity EEL circuit and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, shall reprice the subject High Capacity EEL circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an alternative access service or other alternative arrangement that Verizon shall identify in a written notice to TCG.

- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a High Capacity EEL circuit for which certification under Section 3.11.2.1 above is required, TCG must include the certification in the remarks section of the ASR (or, as applicable, LSR) as follows (substituting "LSR" for "ASR" where appropriate): "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR (or, as applicable, LSR) unless and until such time as provisions are made to populate other fields on the ASR (or, as applicable, LSR) to capture this certification.
- 3.11.2.4 There will be no charges for conversion from wholesale to UNEs or UNE combinations, unless a specific tariff charge has been approved for that purpose.
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 Upon TCG's request, Verizon, in accordance with but only to the extent required by the Federal Unbundling Rules or other Applicable Law, shall convert a wholesale service, or group of wholesale services, to the equivalent UNE (if any) or combination of UNEs (if any) that Verizon is required to provide to TCG under the Amended Agreement. TCG shall make such a request by submitting an ASR (or, as applicable, LSR) to Verizon.¹ Each such request will be handled as a project.

Pricing changes for conversion requests submitted after the Amendment Effective Date shall become effective upon receipt by Verizon of TCGs request and shall be made by Verizon in the first billing cycle after such request. Where TCG specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, the recurring charges for the UNEs set forth in the Amended Agreement or Verizon's UNE tariff, as applicable, shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill TCG pro rata for the wholesale service through the date prior to the date on which

¹ Nothing in this sentence shall be deemed to prejudice the position of either Party as to whether a conversion request submitted prior to the Amendment Effective Date should have been made by submitting an ASR (or, as applicable, LSR).

billing at UNE rates commences pursuant to this Section. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR (or, as applicable, LSR) for conversion pursuant to Verizon's conversion guidelines.

- 3.11.2.7 Verizon shall not, in connection with any conversion pursuant to this Section 3.11, without the written consent of TCG, physically disconnect, separate, alter or change, in any other fashion, equipment and facilities employed to provide the service being converted. Verizon shall use commercially reasonable efforts to avoid adversely affecting the service quality perceived by TCG's customer.
- 3.11.2.8 [This Section Intentionally Left Blank.]
- 3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit TCG's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall provide TCG with thirty (30) days advance notice of any such audit. To the extent the independent auditor's report concludes that TCG failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.11.2.2 above) TCG must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis. To the extent the independent auditor's report concludes that TCG failed to comply in all material respects with the service eligibility, then (without limiting Verizon's rights under Section 3.11.2.2 above) TCG must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that TCG complied in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then TCG shall provide to the independent auditor for its verification a statement of TCG's reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which TCG submits such costs to the auditor, reimburse TCG for its reasonable and verifiable costs verified by the auditor. TCG shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.
- 3.11.2.10 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of commingled facilities and services, Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.12 Routine Network Modifications.

3.12.1 General Conditions. In accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by TCG to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable TCG to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Element. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, until such time as a legally effective order of the Commission requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.12.3 Nothing contained in this Section 3.12 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, for any period of time not required under the Amended Agreement, access to any Discontinued Element, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Element.

3.12.4 Verizon shall perform routine network modifications without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

3.12.5 For avoidance of doubt, there are no existing charges approved by the Commission that apply to routine network modifications, as defined herein. Any charges applicable to routine network modifications that the Commission may establish in the future shall not be retroactive absent an explicit Commission order to the contrary.

3.13 Loop Maintenance, Repair, and Testing. In accordance with, but only to the extent required by, the Federal Unbundling Rules or other Applicable Law, Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to TCG at the splitter, through a cross-connection to TCG's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Sub-Loops. Verizon's standard provisioning processes and rates shall apply.

4. Miscellaneous Provisions.

4.1 Conflict between this Amendment and the Agreement. This Amendment 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 Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a 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 4.1.

4.2 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.

4.3 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.

4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". 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 exercise any right of termination it may have under the Agreement. This Amendment does not alter, modify, or revise any rights and obligations under Applicable Law contained in the Agreement, other than those Section 251 rights and obligations specifically addressed in this Amendment. Furthermore, TCG's execution of this Amendment shall not be construed as a waiver with respect to whether Verizon, prior to the Amendment Effective Date, was obligated under the Agreement to perform certain functions required by the TRO.

4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff 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 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 Amended Agreement, any Verizon tariff, or otherwise.

- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1A Applicable Law. All laws, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, (the "Act") (including but not limited to 47 U.S.C. 251 and 47 U.S.C. 271), effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.2 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.3 Commingling. The connecting, attaching, or otherwise linking of an Unbundled Network Element or a Combination of Unbundled Network Elements, to one or more facilities or services that TCG has obtained at wholesale from Verizon pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of an Unbundled Network Element, or a Combination, with one or more such facilities or services. "Commingle" means the act of Commingling.
- 4.7.4 Conversion. Conversion means all procedures, processes and functions that Verizon and TCG must follow to Convert any Verizon facility or service other than a UNE (e.g., special access services) or group of Verizon facilities or services to the equivalent of UNEs or Combinations, or the reverse. "Convert" means the act of Conversion.
- 4.7.5 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.

- 4.7.6 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or Wire Centers (including Verizon switching equipment, with line-side functionality, that terminate loops and is located at TCG's premises).
- 4.7.7 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities between Verizon switches or Wire Centers (including Verizon switching equipment, with line-side functionality, that terminate loops and is located at TCG's premises), or between Verizon Wire Centers or switches and requesting telecommunications carriers' switches or Wire Centers, including DS-1, DS-3, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 4.7.8 Discontinued Element. Any facility that Verizon, at any time, has provided or offered to provide to TCG on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51, but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Elements as of the Amended Effective Date include the following, whether as stand-alone elements or combined or commingled with other elements: (a) any Entrance Facility (lit or unlit); (b) Local Circuit Switching that, if provided to TCG would be used for the purpose of serving TCG's customers using DS1 or above capacity Loops; (c) DS0 Local Circuit Switching (subject to the transition provisions set forth herein for TCG's embedded end user customer base, if any, as of March 11, 2005); (d) OCn Loops and OCn Dedicated Transport; (e) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in section 3.4 of this Amendment; (f) Dark Fiber Loops (subject to the transition provisions set forth herein for TCG's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (g) subject to Sections 3.4.1 and 3.4.2 above, any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to TCG on an unbundled basis under section 3 of this Amendment; (h) subject to Sections 3.5.1, 3.5.2, and 3.6 above, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in section 3.5 of this Amendment; (i) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to TCG on an unbundled basis under section 3 of this Amendment; (j) the Feeder portion of a Loop; (k) Line Sharing, subject to the FCC's TRO transition requirements described herein; (l) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with DS0 Local Circuit Switching for TCG's embedded end user customer base for such switching, if any, as of March 11, 2005); (m) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with DS0 Local Circuit Switching for TCG's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with DS0 Local Circuit Switching for TCG's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (p) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (q) Hybrid Loops, subject to Section 3.2 above.

- 4.7.9 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.10 DS0 Local Circuit Switching. Local Circuit Switching or Tandem Switching that, if provided to TCG, would be used for the purpose of serving a TCG end user customer with DS0 loops.
- 4.7.11 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.12 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.13 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.14 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.15 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of TCG or a third party.
- 4.7.16 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.17 Federal Unbundling Rules. Any requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 4.7.18 Fiber-Based Collocator. As set forth in 47 C.F.R. § 51.5, a Fiber-Based Collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an indefeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. For the avoidance of any doubt, if an entity was not an Affiliate of Verizon as of the date (on or after March 11, 2005) on which a Wire

Center qualified for non-impairment under Section 3.4 or 3.5 of this Amendment, the non-impairment status of such Wire Center shall not be eliminated or downgraded (e.g., from Tier 1 to Tier 2) if the entity later becomes an Affiliate of Verizon; provided, however, that Verizon shall comply prospectively, from and after February 5, 2006, with Unbundled Network Element Condition No. 2 set forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) effective as of February 5, 2006 and for so long as such condition is applicable.

- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to or beyond the multiunit premises' minimum point of entry (MPOE). FTTH Loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises. FTTC loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 Inside Wire Subloop (House and Riser Cable). All loop plant owned or controlled by Verizon at a multiunit customer premises between the minimum point of entry ("MPOE") and the Demarcation Point of Verizon's network, other than FTTH or FTTC Loop.
- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.24 Line Sharing. The process by which TCG provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises and includes the high frequency portion of any inside wire (including Inside Wire Sub-Loop) owned or controlled by Verizon other than FTTH or FTTC Loop.
- 4.7.25 Local Circuit Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side port (including the capability to connect a loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line

blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

- 4.7.26 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.27 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more Verizon intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 4.7.28 Signaling. Signaling includes; but is not limited to, signaling links and signaling transfer points.
- 4.7.29 Subloop. A subloop (including Inside Wire Subloops, defined above) is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable, between any technically feasible point in Verizon's outside plant, including inside wire owned, controlled or leased by Verizon, and the end-user customer premises. A subloop includes all intermediate devices (e.g. repeater and load coils), and includes the features, functions, and capabilities of the loop. A subloop includes two-wire and four-wire analog voice grade subloops and two-wire and four-wire subloops conditioned for digital service, regardless of whether the subloops are in service or held as spares.
- 4.7.30 Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTH or FTTC Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.31 Tandem Switching. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.32 Wire Center. A Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in 47 C.F.R. § 51.5. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

TCG DELAWARE VALLEY INC.

VERIZON PENNSYLVANIA INC.

By: Bill C. Peacock

By: _____

Printed: Bill C. Peacock

Printed: Jeffrey A. Masoner

Title: Director - Interconnection Agreements

Title: Vice President - Interconnection Services

Date: 11/06/2007

Date: _____

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

TCG DELAWARE VALLEY INC.

VERIZON PENNSYLVANIA INC.

By: _____

By: Jeffrey A. Masoner

Printed: David G. Hammock

Printed: Jeffrey A. Masoner

Title: Regional Vice President-Carrier Management

Title: Vice President - Interconnection Services

Date: _____

Date: 11/6/07

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and TCG Delaware Valley Inc. for Approval of Amendment No. 5 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-310258F7000

Verizon Pennsylvania Inc. and TCG Delaware Valley Inc., by its counsel, filed on August 21, 2006, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 5 to the 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 TCG Delaware Valley Inc. 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.

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BY THE COMMISSION

James J. McNulty
James J. McNulty
Secretary

DOCKETED

AUG 25 2006

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: August 25, 2006
SUBJECT: A-310258F7000
TO: Office of Special Assistants
FROM: James J. McNulty, Secretary *KB*

Joint Petition of Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc. for Approval of Amendment No. 5 to the 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. 5 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 September 9, 2006. 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 25 2006

DOCUMENT
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COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: November 20, 2007

SUBJECT: A-310258F7000

TO: Office of Special Assistants

FROM: *KB* James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc. for Approval of Amendment No. 6 to the 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. 6 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
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PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc. for Approval of Amendment No. 6 to the Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

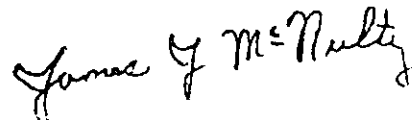
Docket Number: A-310258F7000

Verizon Pennsylvania Inc. and TCG Delaware Valley, Inc., by its counsel, filed on November 13, 2007, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 6 to the 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 TCG Delaware Valley, Inc. 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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