

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	4. PUBLIC MEETING DATE:
5. APPROVED BY:	:	00/00/00
DIRECTOR:	:	
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 11/17/04
8. DOCKET NO: A-310531 F7000	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA, INC

RESPONDENT/APPLICANT: SBC LONG DISTANCE, LLC

COMP/APP COUNTY:

UTILITY CODE: 310531

ALLEGATION OR SUBJECT

JOINT FILING OF VERIZON PENNSYLVANIA, INC., AND SOUTHWESTERN BELL COMMUNICATIONS, INC., D/B/A SBC LONG DISTANCE OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.....

..... 04/05/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SBC LONG DISTANCE, D/B/A SBC LONG DISTANCE D/B/A AT&T LONG DISTANCE FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

DOCKETED
MAY 03 2007

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



A-310531F7000

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

November 17, 2004

VIA UPS OVERNIGHT

RECEIVED

NOV 17 2004

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and CommPartners, LLC
of Adoption of an Interconnection Agreement
Docket No. _____

DOCUMENT
FOLDER

Dear Mr. McNulty:

Enclosed please find an original and three (3) true and correct copies of the Joint Filing of Verizon Pennsylvania Inc. and Southwestern Bell Communications, Inc. d/b/a SBC Long Distance, of Adoption of an Interconnection Agreement. The Interconnection Agreement adopted is the Interconnection Agreement between Verizon Pennsylvania Inc. and Cornerstone Telephone Company, LLC, which the Commission approved by Order dated August 6, 2004 in Docket No. A-311316. Although the Adoption was effective October 7, 2004, the Adoption letter was signed by the two parties' signers on October 18, 2004 and October 25, 2004 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement, in this case the adoption letter, 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 Southwestern Bell Communications, Inc.

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

Very truly yours,

Daniel E. Monagle

DEM/slb

Enclosure

cc: Vicki Fernandez, SBC Long Distance
Attached Service List

141

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NOV 17 2004

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOINT FILING OF VERIZON PENNSYLVANIA INC.
AND SOUTHWESTERN BELL COMMUNICATIONS,
INC. D/B/A SBC LONG DISTANCE OF ADOPTION OF
AN INTERCONNECTION AGREEMENT UNDER
SECTION 252(i) OF THE TELECOMMUNICATIONS
ACT OF 1996

) A-310531F 7000
)
) PUC Docket No. _____
)
)

DOCKETED

JAN 06 2005

JOINT FILING

Verizon Pennsylvania Inc. ("Verizon") and Southwestern Bell Communications, Inc. d/b/a SBC Long Distance ("SBCS") respectfully submit to the Commission, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached adoption letter effective October 7, 2004 (the "Adoption"). The Adoption provides for the interconnection of the two companies' networks and makes available to SBCS access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon.

THE PARTIES

1. Verizon is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.

2. SBCS is a competitive local exchange carrier that is authorized to provide local telephone service in Pennsylvania consistent with appropriate legal requirements established by the Commission.

DOCUMENT
FOLDER

THE ADOPTION

3. SBCS has exercised its right under Section 252(i) of the 1996 Act to opt into the Verizon/Cornerstone Telephone Company, LLC Interconnection Agreement which the

¹Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

AUGUST 6,

Commission approved on ~~April 12~~, 2004 in Case No. A-311316 F7000. Under the Adoption, SBCS has agreed that it will be bound by the terms of the Verizon/Cornerstone Telephone Company, LLC Interconnection Agreement as such agreement is in effect on the date hereof after giving effect to operation of law.

4. The Adoption sets forth the terms, conditions and prices under which Verizon and SBCS will offer and provide network interconnection, reciprocal call termination for local traffic, access to network elements, ancillary network services, and wholesale telecommunications services available for resale to each other within each Local Access and Transport Area ("LATA") in which they both operate in Pennsylvania.

5. Key provisions of the Adoption provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates as specified in Appendix A to the Adoption;
- (ii) Unbundled loops -- providing SBCS access to existing Verizon customers -- based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to SBCS;
- (iv) Including SBCS customers' primary listings in the appropriate alphabetical directory ("White Pages") and, for business customers, in the appropriate classified directory ("Yellow Pages");
- (v) The resale of Verizon telecommunications services for a wholesale discount as specified in Appendix A to the Adoption;
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon to SBCS equal to the level of service provided by Verizon to its own end-user customers and other telecommunications carriers.

COMPLIANCE WITH THE 1996 ACT

6. If the Commission determines that it wishes to (or must) review the Adoption under the 1996 Act or otherwise, it is the parties' view that the Adoption satisfies the requirements for

Commission approval (to the extent that they would apply) pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State commission may only reject ... an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

7. First, the Adoption does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, any other telecommunications carrier authorized to provide local telephone service in Pennsylvania may obtain the interconnection, unbundling and resale arrangement specified in the underlying interconnection agreement that is the subject of the Adoption on the same terms and conditions (assuming that none of the exclusions to opt-in rights under Section 252(i) of the 1996 Act would apply). Nonetheless, other carriers are not bound by the terms of such interconnection agreement and remain free to negotiate with Verizon pursuant to Section 252 of the 1996 Act.

8. Second, the Adoption is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing SBCS to compete with Verizon as a facilities-based local telephone service carrier for both residential and business customers.

APPROVAL OF THE AGREEMENT

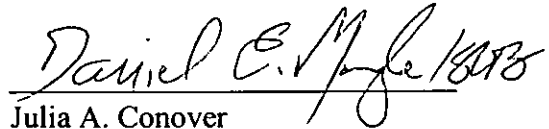
9. Verizon and SBCS respectfully request that, if the Commission chooses to review the Adoption, it expedite such review to facilitate implementation of competition in the local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90

days to approve or reject the Agreement, Verizon and SBCS request that the Commission act sooner than that date if at all possible, if it chooses to review the Adoption.

WHEREFORE, Verizon and SBCS respectfully submit the attached Adoption pursuant to Section 252(i) of the 1996 Act.

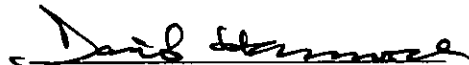
Of Counsel
Jack H. White

Respectfully submitted,



Julia A. Conover
Vice President and General Counsel
Verizon Pennsylvania Inc.
Daniel E. Monagle
Verizon Pennsylvania Inc.
1717 Arch Street, 32N
Philadelphia, PA 19103
Tel. (215) 963-6001
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Attorneys For
Verizon Pennsylvania Inc.



David Hammock
RVP-Carrier/Supplier Management
308 S. Akard, Room 1502
Dallas, TX 75202
Tel. (214) 858-3004
Fax (214) 858-3082

for
Southwestern Bell Communications, Inc.
d/b/a SBC Long Distance

November
DATED: *October 17*, 2004

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

October 13, 2004

David Hammock
RVP-Carrier/Supplier Management
Southwestern Bell Communications, Inc. d/b/a SBC Long Distance
308 S. Akard, Room 1502
Dallas, TX 75202

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Hammock:

Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Southwestern Bell Communications, Inc. d/b/a SBC Long Distance ("SBCS"), a Delaware corporation, with principal place of business at 5850 W. Las Positas Blvd., Pleasanton, California 94588, wishes to adopt the terms of the Interconnection Agreement between Cornerstone Telephone Company, LLC ("CSTC") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (including any effective amendments thereto) after giving effect to operation of law (the "Terms"). I understand SBCS has a copy of the Terms. Please note the following with respect to SBCS' adoption of the Terms.

1. By SBCS' countersignature on this letter, SBCS hereby represents and agrees to the following six points:

A. SBCS adopts (and agrees to be bound by) the Terms of the CSTC/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms,

agrees that SBCS shall be substituted in place of Cornerstone Telephone Company, LLC and CSTC in the Terms wherever appropriate.

B. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 26, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If CSTC is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) SBCS agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and SBCS shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

C. Notice to SBCS and Verizon as may be required under the Terms shall be provided as follows:

To: Southwestern Bell Communications, Inc.
d/b/a SBC Long Distance
Attention: David Hammock
RVP-Carrier/Supplier Management
308 S. Akard, Room 1502
Dallas, TX 75202
Telephone Number: 214-858-3004
Facsimile Number: 214-858-3082
Internet Address: dh9096@sbc.com

with a copy to:

Southwestern Bell Communications, Inc.
d/b/a SBC Long Distance
Attention: Adam McKinney

Senior Counsel
311 S. Akard, Room 3004
Dallas, TX 75202
Telephone Number: 214-464-0209
Facsimile Number: 214-464-5477
Internet Address: am5439@txmail.sbc.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- D. SBCS represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.
- E. In the event an interconnection agreement between Verizon and SBCS is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to SBCS' adoption of the Terms. SBCS should note that the aforementioned

pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. SBCS' adoption of the CSTC Terms shall become effective on October 7, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by SBCS as to the points set out in paragraph one hereof. The term and termination provisions of the CSTC/Verizon agreement shall govern SBCS' adoption of the Terms. The adoption of the Terms is currently scheduled to expire on April 11, 2006.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of SBCS' 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny SBCS' adoption and/or application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to SBCS are greater than the costs of providing them to CSTC;
 - B. if the provision of the Terms to SBCS is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to SBCS under applicable law.

6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴
7. Should SBCS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against SBCS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and SBCS' adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of SBCS resulting from SBCS' adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of SBCS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA INC.



John C. Peterson, Director
Contract Performance and Administration

10/25/04

(DATE)

Reviewed and agreed as to points A, B, C, D, E and F of paragraph 1. SBCS does not necessarily agree with Verizon's positions in their entirety as stated in paragraphs 2 through 8 above. SBCS asserts that to the extent paragraphs 2 through 8 are not contained in the agreement SBCS is adopting via its statutory rights under section 252(i), those paragraphs may reflect the Verizon position, but are not binding on SBCS:

SOUTHWESTERN BELL COMMUNICATIONS, INC.
D/B/A SBC LONG DISTANCE



David Hammock
RVP-Carrier/Supplier Management

10-18-04

(DATE)

c: M. Miller – Verizon

APPENDIX A¹

VERIZON PENNSYLVANIA and SBCS
V1.6

A. INTERCONNECTION²

<u>Service or Element Description</u> ³ :	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination⁴		
Reciprocal Compensation Traffic End Office Rate	\$.001723/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$.002814/MOU	Not Applicable

¹ In the event this Appendix A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

³ Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to SBCS when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by SBCS in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

⁴ See the last page regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

Service or Element Description:

II. Entrance Facilities and Transport for Interconnection

A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection

Recurring Charges:

Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

Non-Recurring Charge:

Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

III. Exchange Access Service

Interstate

Per Verizon FCC tariff number 1, as amended from time to time

Intrastate

Per Verizon tariff number 302, as amended from time to time

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. End-Point Fiber Meet

To be charged in accordance with the requirements of the Interconnection Attachment.

V. Tandem Transit arrangements for Reciprocal Compensation Traffic between SBCS and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching	\$.000795/MOU	Per Section II. above, as applicable
Switched Transport	\$.000144/MOU	
Transit Service Billing Fee	\$.000003/MOU/Mile	
Transit Service Trunking Charge	Five (5) percent of the Tandem Switching charges and the Tandem-Switched Transport charges assessed during the billing period for traffic exchanged with the relevant third party carrier. The rate for Dedicated DS1 Meet Point B (Tandem) trunk port, as set forth in the Verizon FCC Interstate Tariff No. 1 for the relevant third party carrier.	

B. UNBUNDLED NETWORK ELEMENTS⁵

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

I. Dedicated Transport⁶

As applicable per Verizon PA PUC 216 as amended from time to time.

II. Common Transport

As applicable per Verizon PA PUC 216 as amended from time to time.

III. Digital Cross-Connect System

As applicable per Verizon PA PUC 216 as amended from time to time.

IV. Entrance Facilities

As applicable per Verizon PA PUC 216 as amended from time to time.

V. Unbundled Switching⁷

As applicable per Verizon PA PUC 216 as amended from time to time.

VI. Unbundled Loops

With the exception of 2 Wire HDSL, SDSL and IDSL, as applicable per Verizon PA PUC 216 as amended from time to time.

⁵ All rates and charges specified herein are pertaining to the Network Elements Attachment.

⁶ Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

⁷ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:

2 Wire ADSL compatible Loops
2 Wire HDSL compatible Loops
2 Wire SDSL compatible Loops
2 Wire IDSL compatible Loops

Recurring Charges:

Density Cell:
1 - \$10.25/Month
2 - \$11.00/Month
3 - \$14.00/Month
4 - \$16.75/Month

Non-Recurring

Charge:

Service Order: \$1.06
Installation:
If premises visit not
required - \$3.01 initial
and each additional
loop; Not Applicable if
existing loop & port
together

If premises visit
required - \$67.66, initial
loop; \$22.86, additional
loop

Disconnect:
\$1.34 per loop

Cooperative Testing,
per loop-\$0.00

Engineering query,
\$0.00

Engineering Work
Order,
\$0.00

Manual Pre-
Qualification, per loop
\$0.00

VII. Intrastate Collocation

As Applicable Per Verizon PA PUC No. 218 as amended from time to time

VIII. Line Sharing

As applicable per Verizon PA PUC 216 and PA PUC 218 as amended from time to time.

IX. Line Splitting

Rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff as amended from time to time.

X. EEL

As applicable per Verizon PA PUC 216 as amended from time to time.

XI. UNE Platform Conversion

As applicable per Verizon PA PUC 216 as amended from time to time

XII. DARK FIBER

Records Review, per inquiry		\$116.16
Records Review with Reservation, per inquiry		TBD
Dark Fiber – IOF		
Verizon C.O. to Verizon C.O		
Service Order		\$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	\$5.33	\$42.59
IOF Mileage/Pair/mile	\$51.77	
IOF Mileage Installation Charge/Pair		\$204.94
Expedited Handling		\$94.34
Intermediate Office Routing	TBD	TBD
Verizon C.O. to CLEC C.O.		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$42.59
Channel Termination Charge/CLEC C.O.	\$53.69	\$353.23
Expedited Handling		\$94.34
Dark Fiber - LOOP		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$38.53
Loop Charge/Pair		
Rate Group A1	\$34.70	\$566.97
Rate Group A2	\$64.06	\$566.97
Rate Group B1	\$93.79	\$566.97
Rate Group B2	\$119.26	\$566.97
Expedited Handling		\$317.43
Dark Fiber Sub-Loop	TBD	TBD

As applicable per Verizon PA PUC 216 as amended from time to time.

XIII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)

Service or Element Description:

XIV.Unbundled Feeder Sub-Loop (UFSE)

XV.Unbundled Drop Sub-Element (UDSE)

**Recurring
Charges:**

**Non-Recurring
Charge:**

As applicable per Verizon PA PUC 216 as amended from time to time.

As applicable per Verizon PA PUC 216 as amended from time to time.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

XVI. Signaling and Databases

As applicable per Verizon PA PUC 216 as amended from time to time.

XVII. Network Interface Device (NID)

Except as below for NID-to-NID as applicable per Verizon PA PUC 216 as amended from time to time.

NID - 2 Wire per NID/month - NID-to-NID
NID - 4 Wire per NID/month - NID-to-NID

\$0.64
\$0.64

C. RESALE⁸

I. Wholesale Discount for Resale of Retail Telecommunications Services⁹

Resale of retail services if SBCS provides own operator services platform

25.69% (Inclusive of PA gross receipts tax)

Resale of retail services if SBCS uses Verizon operator services platform

23.43% (Inclusive of PA gross receipts tax)

D. OPERATIONS SUPPORT SYSTEM

As applicable per Verizon PA PUC 216 as amended from time to time.

E. 911/E911

Access pass-through to number portability purchaser

Transport
Data Entry and Maintenance

Per section B. above.
No Charge

⁸ All rates and charges specified herein are pertaining to the Resale Attachment.

⁹ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

F. TIME AND MATERIALS

As applicable per Verizon PA PUC 216 as amended from time to time.

G. CUSTOMIZED ROUTING

As applicable per Verizon PA PUC 216 as amended from time to time.

H. DIRECTORY LISTINGS & BOOKS

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)

Retail rates apply. For retail rates see Verizon-PA Tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to SBCS per separate arrangement

RECIPROCAL COMPENSATION TRAFFIC TERMINATION RATES

A. Charges by Verizon

- (a) Reciprocal Compensation Traffic Tandem Rate.
- (b) Reciprocal Compensation Traffic End Office Rate.

B. Charges by SBCS

1. Single-tiered interconnection structure:

SBCS's rates for the termination of Verizon's Reciprocal Compensation Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Tandem Minutes = Total minutes of use of Reciprocal Compensation Traffic billed to SBCS at the Reciprocal Compensation Traffic Tandem Rate for most recent billed quarter.

End Office Minutes = Total minutes of use Reciprocal Compensation Traffic billed to SBCS at the Reciprocal Compensation Traffic End Office Rate for most recent billed quarter.

Total Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by SBCS to Verizon for most recent billed quarter.

SBCS Charge at the SBCS-POI =

$$\frac{(\textit{Tandem Minutes} \times \textit{Tandem Rate}) + (\textit{End Office Minutes} \times \textit{End Office Rate})}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the SBCS charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of Reciprocal Compensation Traffic termination trunks to Verizon End Offices and to Verizon Tandems.

2. Multiple-tiered interconnection structure (if offered by SBCS to any carrier)

- (a) Reciprocal Compensation Traffic to SBCS Tandem: Tandem Rate
- (b) Reciprocal Compensation Traffic to terminating SBCS End Office/node: End Office Rate

C. Miscellaneous Notes

- 1. The SBCS termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to the SBCS within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to SBCS under the two-tiered Reciprocal Compensation Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date..

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

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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FOLDER

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



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FOLDER

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

November 17, 2004

VIA UPS OVERNIGHT

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

A-310531F7000

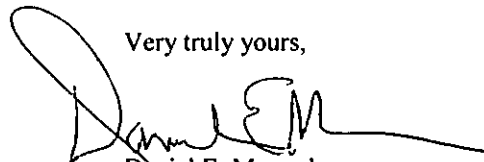
RE: Joint Filing of
Verizon Pennsylvania Inc. and
Southwestern Bell Communications, Inc. d/b/a SBC Long Distance
of Adoption of an Interconnection Agreement
Docket No. _____

Dear Mr. McNulty:

Enclosed please find an original and three (3) true and correct copies of the Joint Filing of Verizon Pennsylvania Inc. and Southwestern Bell Communications, Inc. d/b/a SBC Long Distance, of Adoption of an Interconnection Agreement. The Interconnection Agreement adopted is the Interconnection Agreement between Verizon Pennsylvania Inc. and Cornerstone Telephone Company, LLC, which the Commission approved by Order dated August 6, 2004 in Docket No. A-311316. Although the Adoption was effective October 7, 2004, the Adoption letter was signed by the two parties' signers on October 18, 2004 and October 25, 2004 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement, in this case the adoption letter, 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 Southwestern Bell Communications, Inc.

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

Very truly yours,



Daniel E. Monagle

DEM/slb

Enclosure

cc: Vicki Fernandez, SBC Long Distance
Attached Service List

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JAN 06 2005

PA PUBLIC UTILITY CO.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

RECEIVED
LEGISLATIVE REFERENCE
BUREAU
05 JAN -5 PM 3:49
PA. CODE & BULLETIN

Joint Petition of Verizon Pennsylvania, Inc., and Southwestern Bell Communications, Inc., d/b/a SBC Long Distance of Adoption of an Interconnection Agreement under Section 252(i) of the Telecommunications Act of 1996. Docket Number: A-310531F7000.

Verizon Pennsylvania, Inc., and Southwestern Bell Communications, Inc., d/b/a SBC Long Distance, by its counsel, filed on November 17, 2004, at the Pennsylvania Public Utility Commission, a Joint Petition for Adoption of an Interconnection Agreement Under Section 252(i) of the Telecommunications Act of 1996.

Interested parties may file comments concerning the Joint 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 Southwestern Bell Communications, Inc., d/b/a SBC Long Distance 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

DOCUMENT
FOLDER

James J. McNulty
James J. McNulty
Secretary

DOCKETED

JAN 06 2005



Leigh A. Hyer
Vice President & General Counsel
Mid-Atlantic North Region

1 East Pratt St
Fl 8E
Baltimore, MD 21202
Voice:(410) 393-7725
Fax: (410) 393-4078
leigh.a.hyer@verizon.com

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FOLDER

April 5, 2007

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APR 05 2007

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. McNulty:

Re: Informational Filing Regarding Interconnection Agreement
between Verizon Pennsylvania Inc., f/k/a Bell Atlantic –
Pennsylvania, Inc. and SBC Long Distance, LLC d/b/a
SBC Long Distance d/b/a AT&T Long Distance
Docket No. A-310531 F7000

Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. and SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance are parties to an interconnection agreement for Pennsylvania (the "Interconnection Agreement"). The Interconnection Agreement had been filed by the parties on November 17, 2004 and approved by the Commission by Order dated February 3, 2005, in Docket No. A-310531 F7000.

SBC Long Distance, LLC recently adopted the interconnection agreement between Verizon New York Inc. and AT&T Communications of New York, Inc. in New York (the "Adopted Agreement"). The Adopted Agreement that SBC Long Distance, LLC adopted contains an amendment with detailed provisions relating to, among other things, a unitary rate for intercarrier compensation for certain types of traffic, as well as interconnection architecture arrangements (the "Unitary Rate Amendment"). The Adopted Agreement also contains an amendment with detailed provisions relating to, among other things, DS0 loop rates and resale discount rates (the "DS0 Loop/Resale Discount Amendment"). The foregoing Unitary Rate Amendment and DS0 Loop/Resale Discount Amendment to the Adopted Agreement each explicitly provides that the terms of such Amendment shall be applicable to SBC Long Distance, LLC, along with each of SBC Long Distance, LLC's CLEC affiliates, as well as to a carrier adopting such agreement (along with each of such adopting carrier's CLEC affiliates),

666

in each case for purposes of all of its arrangements with Verizon operating telephone companies, in all Verizon service territories.^{1 2}

Enclosed, for informational purposes only, is a copy of the Unitary Rate Amendment, as well as a copy of the DS0 Loop/Resale Discount Amendment, which, as noted above, by their terms apply to the Interconnection Agreement in Pennsylvania.

Verizon is submitting this information to keep the Pennsylvania Public Utility Commission fully informed of the applicable terms between the parties in Pennsylvania. Since the agreement at issue is between Verizon New York Inc. and AT&T, Verizon Pennsylvania Inc. does not believe that any action by this Commission is necessary. Nevertheless, to the extent the Commission wishes to approve those

¹ See, e.g., the first paragraph of the Unitary Rate Amendment: "**THIS AMENDMENT** (this "Amendment"), effective as of August 1, 2006 (the "Effective Date") (the terms of which originally were effective as of November 1, 2004), *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", but only to the extent the Interconnection Agreements referenced directly below were not already amended to address the same intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters set forth herein. *Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date* (the original listing having been of Interconnection Agreements in effect as of November 1, 2004). 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 August 1, 2006, 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." (italics added for emphasis)

See also the following provisions from Section 2(a) of the Unitary Rate Amendment: ". . . 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 November 1, 2004 (i.e., as of the effective date of the like amendment to the predecessor Interconnection Agreement between the Parties in New York (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): . . ." (italics added for emphasis)

See also the following provisions from Section 3(a) of the Unitary Rate Amendment: ". . . 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." (italics added for emphasis)

² See, e.g., the first paragraph of the DS0 Loop/Resale Discount Amendment: "**THIS AMENDMENT** (this "Amendment"), effective as of August 1, 2006 (the "Effective Date"), (the terms of which originally were effective as of September 1, 2005), *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 original listing having been of Interconnection Agreements in effect as of September 1, 2005). 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 August 1, 2006, 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." (italics added for emphasis)

See also the following provisions from Paragraph 1 of the DS0 Loop/Resale Amendment: "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." (italics added for emphasis)

March 6, 2007

Page 3

specific portions of the New York agreement that apply to the interconnection arrangements between Verizon Pennsylvania Inc. and SBC Long Distance LLC in Pennsylvania, Verizon has no objection. However, Verizon respectfully notes that such approval of course would be limited to such Pennsylvania affecting terms.

Both the Unitary Rate Amendment and the DS0 Loop/Resale Amendment separately apply to other agreements between Verizon Pennsylvania Inc. and other AT&T affiliated CLECs. Each of those Amendments already has been filed with the Commission, with respect to each of those other Agreements. Those Amendments, as applied to separate Agreements, include:

Verizon Pennsylvania Inc. f/k/a Bell Atlantic – Penna, Inc. and TCG Pittsburgh, Inc.
Docket No. A-310213 F7000
Unitary Rate Amendment: Amendment No. 2 filed 12/10/04, approved 2/03/05
DS0 Loop/Resale Amendment: Amd No. 3 filed 9/30/05, approved 11/10/05

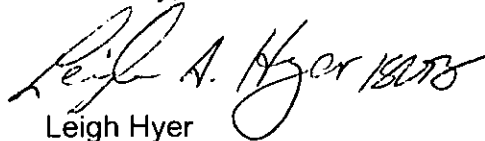
Verizon Pennsylvania Inc. f/k/a Bell Atlantic – Penna., Inc.
and TCG Delaware Valley, Inc. f/k/a Eastern TeleLogic Corporation
Docket No. A-310258 F7000
Unitary Rate Amendment: Amendment No. 3 filed 12/10/04, approved 2/03/05
DS0 Loop/Resale Amendment: Amd No. 4 filed 9/30/05, approved 11/10/05

Verizon Pennsylvania Inc. and AT&T Communications of Pennsylvania
Unitary Rate Amendment: Amendment No. 1, filed 12/10/04, approved 2/03/05
DS0 Loop/Resale Amendment: Amd No. 2, filed 9/30/05, approved 11/10/05

For clarity, we note that the unitary (intercarrier compensation) rate and terms between Verizon Pennsylvania Inc. and SBC Long Distance, effectively become the rate and terms set forth in Attachment 2 (Pages 29 through 43) of the Unitary Rate Amendment, and that the DS0 Loop rates between Verizon Pennsylvania Inc. and SBC Long Distance effectively become those DS0 Loop rates shown on Pages 38 and 39 of the DS0 Loop/Discount Amendment, and that the Resale discount rates become those rates shown on Page 42 of the Amendment.

If you have any questions or need additional information regarding this matter, please contact Ronald F. Weigel at 717-777-4813.

Sincerely,


Leigh Hyer

Attachments (2)

A-310531 F7000

ATTACHMENT:
UNITARY RATE AMENDMENT

DOCUMENT
FOLDER

DOCKETED
MAY 03 2007

ATTACHMENT:

**DS0 LOOP/RESALE DISCOUNT
AMENDMENT**

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APR 15 2007

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

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date"), (the terms of which originally were effective as of September 1, 2005), 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 original listing having been of Interconnection Agreements in effect as of September 1, 2005). 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 August 1, 2006, 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 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 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

THE VERIZON PARTIES

By: _____

By: _____

Printed: Stephen G. Huels

Printed: Jeffrey A. Masoner

Title: Vice President
Global Access Management

Title: Vice President - Interconnection Services
Policy & Planning

Date: July 6, 2006

Date: July 6, 2006

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties as of August 1, 2006				
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 by and between VERIZON NEW YORK INC. and ACC CORP.	Verizon New York Inc. ACC Corp.	Effective 8/01/06	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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 August 1, 2006

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 August 1, 2006

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 August 1, 2006

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 AT&T Communications of Maryland, Inc. Effective Date: August 1, 1997	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. AT&T Communications of Maryland, Inc.	Effective 8/1/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Massachusetts	<p>INTERCONNECTION AGREEMENT</p> <p>Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts</p>	<p>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>AT&T Communications of New England, Inc.</p>	Effective 4/13/98	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Michigan	<p>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>Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems</p> <p>AT&T Communications of Michigan, Inc.</p>	Effective 8/3/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
New Hampshire (ACC assigned its New Hampshire 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 ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	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)	Effective 6/10/98	Amendment 3
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 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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 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 8/01/06	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
North Carolina	INTERCONNECTION, REALE 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, REALE 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, REALE AND UNBUNDLING AGREEMENT between	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	Effective 1/27/99	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	AT&T Communications of the Pacific Northwest, Inc.		
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 2
AT&T INTERCONNECTION AGREEMENTS				
Pennsylvania (former GTE)	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.	Effective 10/12/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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 CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF	GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T Communications of Texas, L.P., f/k/a AT&T Communications of the Southwest, Inc.	Effective 6/6/97	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	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 AND UNBUNDLING AGREEMENT between GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC.	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Virginia, Inc.	Effective 5/28/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
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
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	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 August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	WISCONSIN, INC. and GTE NORTH INCORPORATED			
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 August 1, 2006

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
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				

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES.	EFFECTIVE DATE.	THIS AMENDMENT IS AMENDMENT NUMBER
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 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. (TCG Indianapolis, adoptee)	Adoption Effective 5/21/03	Amendment 2
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 -	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 August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	MARYLAND, INC. and TCG - MARYLAND			
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 assigned	Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and	Adoption Effective 6/18/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
to AT&T by ACC)	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.	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 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 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 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 8/01/2006	Amendment 2
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
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				

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
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
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 August 1, 2006

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
TCG INTERCONNECTION AGREEMENTS				
South Carolina (TCS 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 TC Systems, Inc.	Effective 10/07/2005	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Texas (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.	GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T Communications of the Southwest, Inc. (TCG Dallas and Teleport Communications Houston, Inc., adoptee)	Adoption Effective 2/20/98	Amendment 3
TCG 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 TCG VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic – Virginia, Inc. TCG Virginia, Inc.	Effective 10/8/02	Amendment 3
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	Adopted Agreement:	Verizon Northwest Inc.,	Adoption Effective	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
(TCG adopted the terms of the AT&T agreement)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Seattle, adoptee)	4/21/99	

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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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 1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

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>
--	---------------------------

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>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

Unbundled Loops – Ohio

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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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
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Unbundled Loops - Pennsylvania (Verizon North Inc.)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

Unbundled Loops – South Carolina

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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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.)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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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

<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 - \$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

Unbundled Loops – Washington

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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 rates.
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Unbundled Loops – Wisconsin

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>
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%

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



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

March 9, 2005

VIA UPS OVERNIGHT

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

DOCKETED
MAY 24 2005

MAR 9 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMUNICATIONS SECTION

RE: Joint Filing of
Verizon Pennsylvania Inc. and
Southwestern Bell Communications, Inc. d/b/a SBC Long Distance
of Adoption of an Interconnection Agreement
Dkt. No. A-310531 F7000

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 the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of parties' Agreement, embodied in a letter of adoption, is the Agreement which the parties filed on November 17, 2004 and which was the subject of the Commission's Order approved on February 3, 2005. In addition, by cc: of this letter an electronic copy of the Agreement, and of the underlying agreement being adopted, 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.

**DOCUMENT
FOLDER**

Very truly yours,

Daniel E. Monagle
Daniel E. Monagle

DEM/slb

attachment: Diskette (to OSA only)
cc: Ms. Bobbi Lathrop, OSA (with diskette)
Vicki Fernandez, SBC Long Distance

KJR

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: May 3, 2007

SUBJECT: A-310531F7000

TO: Office of Special Assistants

FROM: *KB* James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania Inc. and SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance for Approval of an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of an Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on May 19, 2007. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

DOCUMENT
FOLDER

DOCKETED
MAY 03 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and SBC Long Distance LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance for Approval of an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310531F7000

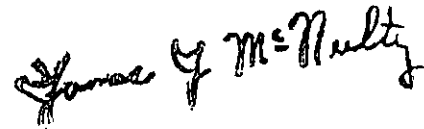
Verizon Pennsylvania Inc. and SBC Long Distance LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance, by its counsel, filed on April 5, 2007, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and SBC Long Distance LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance 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.

DOCUMENT
FOLDER

BY THE COMMISSION



James J. McNulty
Secretary

DOCKETED
MAY 03 2007

RECEIVED
LEGISLATIVE REFERENCE
BUREAU

07 MAY -3 PM 12:09

PA. CODE & BULLETIN

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

July 27, 2007

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 SBC Long Distance, LLC d/b/a SBC Long Distance
d/b/a AT&T Long Distance,
f/k/a Southwestern Bell Communications, Inc.
of Adoption of an Interconnection Agreement
Dkt. No. A-310531 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved at the Public Meeting of June 21, 2007, Verizon Pennsylvania Inc. was directed to file a true and correct copy of both the Unitary Rate Amendment (or "Unitary Amendment") and the DS0 Loop/Resale Discount Amendment (or "DS0 Amendment") to the parties' Interconnection Agreement, in electronic format. Please be advised that the true and correct copy of the parties' Amendments are the Amendments which were filed on April 5, 2007 and which were the subject of the Commission's Order. In addition, by cc: of this letter an electronic copy of both the Unitary Amendment and of the DS0 Amendment, in .pdf format, is being sent to the Commission's Office of Special Assistants. We respectfully note that an electronic copy of the text of the underlying Agreement previously has been provided to the Commission.

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

Very truly yours,

DOCKETED
AUG 10 2007

Suzan D. Paiva

BTL

RECEIVED

JUL 27 2007

SDP/slb

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

79