

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: 10/18/01
 8. DOCKET NO: A-310820 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: SNIP LINK LLC

COMP/APP COUNTY:

UTILITY CODE: 310820

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SNIP LINK, LLC FOR ADOPTION OF REPLACEMENT INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKETED
OCT 23 2001

DOCUMENT
FOLDER

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: OSA :
- 3. SECTION(S) : :
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ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SNIP LINK, LLC FOR ADOPTION OF REPLACEMENT INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.....

..... 04/20/05 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SNIP LINK, LLC FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996. E L

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

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 11/13/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SNIP LINK, LLC FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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Daniel E. Monagle
Assistant General Counsel
Pennsylvania



October 18, 2001

1717 Arch Street, 32N
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VIA UPS OVERNIGHT

ORIGINAL

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

A-310820F7000

RE: Joint Filing of Verizon Pennsylvania Inc. and
SNiP LiNK, LLC, of Adoption of an Interconnection Agreement

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Filing of Verizon Pennsylvania Inc. and SNiP LiNK, LLC, of Adoption of an Interconnection Agreement.

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 / gtb
Daniel E. Monagle

DEM/slb

Enclosure

cc: Michael Engel, Esquire (Via UPS Overnight)
Attached Service List

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION OCT 18 2001

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**JOINT FILING OF VERIZON PENNSYLVANIA INC.)
AND SNIPLINK, LLC OF ADOPTION OF AN)
INTERCONNECTION AGREEMENT UNDER SECTION)
252(i) OF THE TELECOMMUNICATIONS ACT OF 1996)**

**PUC Docket No. _____
A-310820F7000**

JOINT FILING

Verizon Pennsylvania Inc. ("Verizon PA") and SNIPLINK, LLC ("SNIPLINK") respectfully submit to the Commission, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached adoption (the "Adoption") dated as of May 14, 2001, with letters from Masoner to Polito dated August 3, 2001 and Augustino to Masoner dated September 17, 2001. The Adoption provides for the interconnection of the two companies' networks and makes available to SNIPLINK access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon PA.

THE PARTIES

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

THE ADOPTION

3. SNIPLINK has exercised its right under Section 252(i) of the 1996 Act to opt into the Verizon PA/Level 3 Communications, LLC Interconnection Agreement which the Commission

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.

DOCKETED
OCT 23 2001

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approved on April 19, 2001 in Case No. A-310633F0002. Under the Adoption, SNiP LiNK has agreed that it will be bound by the terms of the Verizon PA/Level 3 Communications, LLC Interconnection Agreement as such agreement was in effect on May 14, 2001, the effective date of its Adoption.

4. The Adoption sets forth the terms, conditions and prices under which Verizon PA and SNiP LiNK 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 Agreement provide for:

- (i) Intercarrier compensation for terminating local traffic and delivering Internet traffic on terms and at rates as set forth in the Agreement, particularly at Sections 4.2 and 5.7 thereof;
- (ii) Unbundled loops -- providing SNiP LiNK access to existing Verizon PA customers -- based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to SNiP LiNK;
- (iv) Including SNiP LiNK customers' primary listings in the White Pages (two listings for each residence telephone number and one listing for each business telephone number) and Yellow Pages (one listing for each business telephone number) directories;
- (v) The resale of Verizon PA telecommunications services for a wholesale discount of 23.43% or 25.69% (depending upon whether SNiP LiNK provides its own operator services);
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon PA to SNiP LiNK equal to the level of service provided by Verizon PA 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 PA 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 SNiP LiNK to compete with Verizon PA as a facilities-based local telephone service carrier for both residential and business customers.

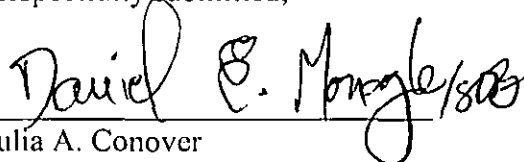
APPROVAL OF THE AGREEMENT

9. Verizon PA and SNiP LiNK 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 PA and SNiP LiNK request that the Commission act sooner than that date if at all possible, if it chooses to review the Adoption.

WHEREFORE, Verizon PA and SNiP LiNK respectfully submit the attached

Adoption pursuant to Section 252(i) of the 1996 Act.

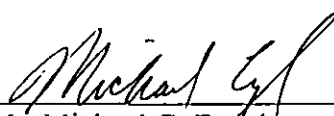
Respectfully submitted,



Julia A. Conover
Vice President and General Counsel
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Daniel E. Monagle
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Of Counsel
Jack H. White

Attorneys For
Verizon Pennsylvania Inc.



Mr. Michael C. Engel
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Phone No. (202) 887-1242

Attorney for
SNiP LiNK, LLC

DATED: October 18, 2001

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212 Locust Street, Suite 300
Harrisburg, PA 17101-1236

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OCT 18 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: October 23, 2001

SUBJECT: A-310820F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary

LAF

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND SNIP LINK, LLC, FOR APPROVAL OF ADOPTION OF A REPLACEMENT INTERCONNECTION AGREEMENT UNDER SECTION 252(i) OF THE TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on November 3, 2001. 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

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OCT 23 2001

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PENNSYLVANIA PUBLIC UTILITY COMMISSION-^{LEGISLATIVE REFERENCE BUREAU}

01 OCT 26 AM 11:31
PA. CODE & BULLETIN

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and SnIP LiNK, LLC, for Approval of Adoption of a Replacement Interconnection Agreement Under Section 252(i) of The Telecommunications Act of 1996.

Docket Number: A-310820F7000.

Verizon Pennsylvania Inc. and SnIP LiNK, LLC filed on October 18, 2001, 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 SnIP LiNK, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

DOCKETED
OCT 23 2001

**DOCUMENT
FOLDER**

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



September 11, 2002

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

VIA UPS OVERNIGHT

ORIGINAL

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

DOCUMENT FOLDER

RE: Joint Filing of Verizon Pennsylvania Inc. and
SniP LiNK, LLC of Adoption of an Interconnection Agreement
Dkt. No. A-310820F7000

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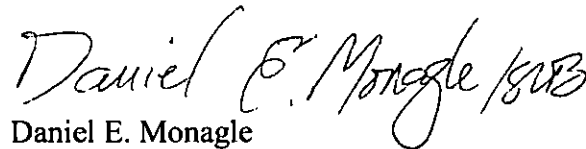
SEP 13 2002

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered December 16, 2001, the parties in the above-referenced matter were directed to file a true and correct copy of the Agreement that they had filed. It has come to our attention that no follow-up filing was done at the time. Please be advised that the true and correct copy of the letter of adoption is the letter of adoption which the parties filed on October 18, 2001, and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated December 16, 2001.

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

Very truly yours,


Daniel E. Monagle

DEM/slb

cc: Michael Engel, Esquire (Via UPS Overnight)

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SEP 1 2002

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

81

September 20, 2002

Subject: A-310820F7000; Joint Petition of Verizon Pennsylvania, Inc. and SniP LiNK, LLC for approval of an Interconnection Agreement

To: James J. McNulty
Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

Handwritten signature/initials

Handwritten initials

On October 18, 2001, the above-captioned Petition was filed with the Commission and on December 16, 2001, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on September 11, 2002, Verizon filed a letter indicating that the true and correct copy of the Agreement was filed with the original Petition. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

If you have any questions concerning this information, please contact Teri Mathias at 7-8039.

SECRETARY'S BUREAU
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OCT 02 2002

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



1717 Arch Street, 32NW
Philadelphia, PA 19103

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

April 20, 2005

VIA UPS OVERNIGHT

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

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APR 20 2005

PA PUBLIC UTILITY COMMISSION
SECURITY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc. and SNiP LiNK, LLC
of Adoption of an Interconnection Agreement,
Dkt. No. A-310820 F-7000

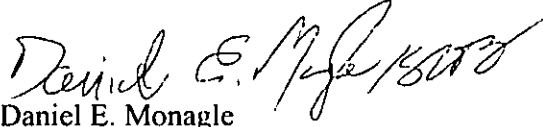
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Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the Interconnection Agreement between Verizon Pennsylvania Inc. and SNiP LiNK, LLC, which Agreement was filed with the Commission on October 18, 2001 and approved by the Commission on November 30, 2001. This Amendment should be attached to and be made part of the October 18, 2001 filed agreement. Although the Amendment is effective in 2004, the Amendment was signed by the parties on March 16, 2005 and March 21, 2005 respectively. Thus, this Amendment is being filed within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to SNiP LiNK, LLC.

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

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Steven Augustino, Esquire

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MAY 26 2005

66

SERVICE LIST

Irwin A. Popowsky
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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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AMENDMENT NO. 1

APR 20 2005

to the

PA PUBLIC UTILITY COMMISSION
REGULATORY BUREAU

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.,
f/k/a BELL ATLANTIC - PENNSYLVANIA, INC.

DOCKETED

and

MAY 26 2005

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SNiP LiNK, LLC

This Amendment No. 1 (this "Amendment") is entered into by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and SNiP LiNK, LLC ("SNiP LiNK"), a Delaware limited liability company with offices at 100A Twinbridge Drive, Pennsauken, NJ 08110 and is effective as of the dates set forth herein. Verizon and SNiP LiNK may be referred to herein collectively, as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated August 3, 2001, SNiP LiNK adopted in the Commonwealth of Pennsylvania, the Interconnection Agreement between Level 3 Communications, LLC ("Level 3") and Verizon, dated as of November 1, 2000, for Pennsylvania, approved by the Pennsylvania Public Utility Commission (the "Terms"), which contained a negotiated Intercarrier Compensation arrangement that applied until terminated in accordance with Section 22.3 of the Terms (the Terms, as amended by this Amendment, may hereinafter be referred to as the "Amended Terms"); and

WHEREAS, on January 29, 2004, Verizon, pursuant to Section 22.3 of the Terms, issued to SNiP LiNK a notice of termination of the Intercarrier Compensation (as defined in Section 1.36 of the Terms) provisions set forth in the Terms, effective as of February 28, 2004 (the "Termination Notice"); and

WHEREAS, in light of the Termination Notice, the Parties, pursuant to the applicable provisions of the Terms and 47 U.S.C. § 252(a)(1), wish to amend and supplement the Terms as set forth herein to reflect the terms of the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, 16 FCC Red 9151, CC Docket Nos. 96-98 and 99-68 ("Order on Remand"), remanded sub nom. *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. denied 123 S.Ct. 1927 (2003) the Order in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order*, 19

FCC Red 20179, WC Docket No. 03-171 (2004) (the "Core Order"), and certain subsequent Federal Communications Commission ("FCC") rules and regulations as set forth herein;

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

1. Intercarrier Compensation for Internet Traffic and Reciprocal Compensation for Local Traffic. In light of the Termination Notice, the Parties agree that, effective prospectively as of February 29, 2004: (a) their rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic (which, as used herein, shall have the meaning set forth in Section 1.39 of the Terms) shall be governed by the Order on Remand, including, but not limited to, the rebuttable presumption established by the Order on Remand that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order on Remand for rebutting such presumption before the state commission, and (b) the reciprocal compensation rates that shall apply pursuant to 47 U.S.C. § 251(b)(5) for the transport and termination of "Local Traffic" (as defined in Section 1.42 of the Terms) shall be the applicable End Office or Tandem rate for Local Call Termination set forth in Exhibit A to this Amendment (subject to any changes to such rates pursuant to Section 20.2 of the Terms), which shall apply in accordance with the terms set forth in the Note to Exhibit A to this Amendment; provided, however, that, notwithstanding anything contained in this Amendment, Exhibit A to this Amendment, or the Terms, Verizon, upon thirty (30) days written notice to SNiP LiNK, may elect at any time to terminate the methodology for SNiP LiNK's application of End Office and Tandem rates set forth in Section B of the Note to Exhibit A to this Amendment. Effective prospectively upon the effective date of such notice, SNiP LiNK shall not bill Verizon, and Verizon shall not be obligated to compensate SNiP LiNK, at a rate that exceeds the End Office rate for Local Traffic that Verizon delivers to SNiP LiNK except to the extent Verizon is required under Applicable Law (as defined in Section 1.6 of the Terms) to pay the Tandem rate. Effective prospectively as of October 8, 2004, the Parties' rights and obligations under the Order on Remand shall be deemed to be modified to conform to the Core Order, including, but not limited to, the continuation of the Order on Remand's rate cap for Internet Traffic and elimination of the Order on Remand's growth caps and new market restrictions. Should the FCC, in an order issued after October 18, 2004, establish rules or regulations modifying the Order on Remand and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of Internet Traffic, such rules and regulations shall (subject to Section 2 below) apply automatically under this Amendment as of the effective date specified by the FCC or, in the absence of such a specified effective date, the effective date of the order adopting such rules or regulations; provided, however, that no FCC rules or regulations shall apply retroactively under this Amendment except to the extent that the rules or regulations (or the order adopting such rules or regulations) specify a retroactive modification of the Order on Remand and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of Internet Traffic, in which case the period of retroactive application shall not extend to a date that precedes October 8, 2004.

For the avoidance of any doubt, this Amendment is not intended to give automatic effect to any FCC orders to the extent they address network architecture, access charges, or other matters not specifically addressed above.

2. Effect of Stay or Vacatur on Amendment. Should the FCC or a court of competent jurisdiction stay or vacate any or all provisions of the Order on Remand, the Core Order, or any subsequent FCC order that modifies the Order on Remand and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of Internet Traffic, then the stayed or vacated provisions shall cease to apply (and the Parties shall be relieved of their respective obligations under such provisions) as of the date specified in the order implementing the stay or vacatur or, in the absence of such a specified date, the effective date of the order implementing the stay or vacatur. Notwithstanding the foregoing, no stay or vacatur shall apply retroactively under this Amendment except to the extent that the order implementing the stay or vacatur specifies that it shall apply retroactively in a manner that has the effect of modifying the Order on Remand and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of Internet Traffic, in which case the period of retroactive application shall not extend to a date that precedes October 8, 2004.

3. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.

4. Adoption of the Terms as Amended by this Amendment. To the extent the Terms (as amended by this Amendment) are available for adoption pursuant to 47 U.S.C. § 252(i) or similar authority and are adopted by an affiliate of SNiP LiNK or by any other carrier, this Amendment shall not have the effect of: (a) delaying the date (or establishing a later date) on which the Order on Remand, prior to such adoption, took effect as to such carrier pursuant to a pre-existing interconnection agreement, a Verizon tariff, or otherwise, or (b) requiring application of the Core Order as of a date prior to the effective date of the adoption.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

6. Scope of Amendment. This Amendment shall modify and revise the Terms 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 Terms shall remain in full force and effect, subject to any right either Party may have with respect to termination of the Terms. This Amendment shall not be deemed to extend the term of the Terms or to limit any right either Party may have with respect to termination of the Terms

or any obligation set forth therein (including, without limitation, any notice of termination issued prior to execution of this Amendment). To the extent the Parties mutually agree to extend the term of the Terms, such agreement shall be in writing in a document separate from this Amendment.

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

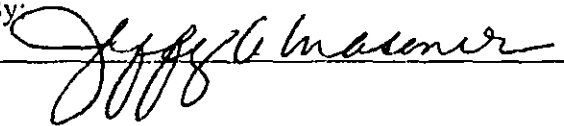
SNiP LiNK, LLC

Verizon Pennsylvania Inc.

By:



By:



Printed:

ANTHONY ABATE

Printed: Jeffrey A. Masoner

Title:

PRESIDENT

Title: Vice-President - Interconnection Services Policy & Planning

Dated:

MARCH 16, 2005

Dated:

3/21/05

EXHIBIT A

VERIZON PENNSYLVANIA AND SNIp LiNK

INTERCONNECTION:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Reciprocal Compensation Traffic¹ Termination (see Note below)		
Reciprocal Compensation Traffic End Office Rate	\$.000987/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$.002439/MOU	Not Applicable

NOTE:

A. Charges by Verizon

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

B. Charges by SNIp LiNK

- 1. The following single-tiered switching structure shall apply unless the conditions for applying the multiple-tiered switching structure set forth in Note B.2. are met:

SNIp LiNK's rates for the termination of Verizon's Reciprocal Compensation Traffic under the single-tiered switching structure shall be recalculated once each year on each anniversary of later of the following dates (such later date may hereinafter be referred to as the "Rate Determination Date"): (a) the date on which the provisions of the attached amendment regarding compensation for Reciprocal Compensation Traffic took effect between the Parties, or (b) October 8, 2004. The methodology for recalculating the rates is as follows:

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

End Office Minutes = Total minutes of use Reciprocal Compensation Traffic billed by Verizon to SNIp LiNK 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 SNIp LiNK to Verizon for most recent billed quarter.

SNIp LiNK Charge =

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

For the first year after the Rate Determination Date, the SNIp LiNK charge shall be calculated based on the traffic data of the quarter immediately preceding such Rate Determination 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 switching structure (applicable only if SNIp LiNK has a multiple-tiered switching structure (i.e., Tandem switch with sub-terminating End Office(s)) that it uses to terminate Reciprocal Compensation Traffic delivered by Verizon):

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

C. Miscellaneous Notes

- 1. The SNIp LiNK termination rate under the single-tiered compensation structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to SNIp LiNK within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to SNIp LiNK under the two-tiered Reciprocal Compensation Traffic termination rate structure described in Note A above. The terms set forth in the Note to Exhibit A are subject to the terms set forth in Section 1 of the Attached Amendment.

¹ As used herein, the term "Reciprocal Compensation Traffic" shall have the same meaning as the term "Local Traffic" in the attached amendment.

DATE: May 4, 2005

DOCUMENT
FOLDER

SUBJECT: A-310820F7000

TO: Office of Special Assistants

DOCKETED

MAY 26 2005

FROM: James J. McNulty, Secretary KB

BTL

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
SNIP LINK, LLC FOR APPROVAL OF AMENDMENT NO. 1 TO AN
INTERCONNECTION AGREEMENT UNDER SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on May 14, 2005.
Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED

MAY 26 2005

DOCUMENT FOLDER

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and SNiP LiNK, LLC for Approval of Amendment No. 1 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310820F7000.

BTL

Verizon Pennsylvania Inc. and SNiP LiNK, LLC, by its counsel, filed on April 20, 2005, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

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

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

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

RECEIVED
LEGISLATIVE REFERENCE
BUREAU
05 MAY -4 PM 1:50
PA. CODE & BULLETIN

Daniel E. Monagle
Assistant General Counsel

ORIGINAL



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

August 9, 2005

VIA UPS OVERNIGHT

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

DOCUMENT
FOLDER

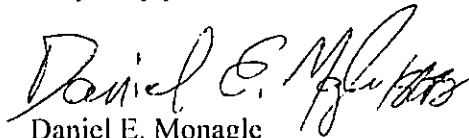
RE: Joint Petition of
Verizon Pennsylvania Inc. and SNiP LiNK, LLC
of Adoption of an Interconnection Agreement
Dkt. No. A-310820 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on June 30, 2005, the parties in the above-referenced matter were directed to notify the Commission whether a true and correct copy of Amendment 1 to the parties' Interconnection Agreement had been filed. Please be advised that the true and correct copy of parties' Amendment is the Amendment which the parties filed and which was the subject of the Commission's Order entered on June 30, 2005. In addition, by cc: of this letter an electronic copy of the underlying Agreement, and of all Amendments to that Agreement, in .pdf format, is being sent to the Commission's Office of Special Assistants.

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

Very truly yours,


Daniel E. Monagle

DOCKETED
AUG 11 2005

DEM/slb

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

RECEIVED

AUG 9 2005

PA PUBLIC UTILITY COMMISSION
600 MARKET STREET, PHILADELPHIA, PA 19106

35

Suzan DeBusk Paiva
Assistant General Counsel



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

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

ORIGINAL

November 13, 2007

VIA UPS OVERNIGHT

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

RE: Joint Filing of
Verizon Pennsylvania Inc. and SNiP LiNK, LLC
of Adoption of an Interconnection Agreement
Dkt. No. A-310820 F7000

RECEIVED
NOV 13 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and SNiP LiNK, LLC, which Agreement was approved by the Commission by Order entered November 30, 2001. This Amendment should be attached to and made part of the filed Agreement. **The Amendment is being filed in compliance with the Commission's Order approved and entered on September 13, 2007 in Docket No. P-00042092.** As evidenced by the cc: below, notice of this filing is being provided to SNiP LiNK LLC's outside counsel.

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

Very truly yours,

Suzan D. Paiva

DOCUMENT
FOLDER

SDP/slb
Enclosure

cc: Steve Augustino, Esquire, Kelley Drye & Warren, for SNiP LiNK, LLC
Attached Service List

120

AMENDMENT NO. 2

DOCKETED
NOV 20 2007

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

SNIP LINK LLC

DOCUMENT
FOLDER

RECEIVED
NOV 13 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Amendment No. 2 (the "Amendment") is made by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, and SNiP LiNK LLC, a Limited Liability Company with offices at 100-A Twinbridge Drive, Pennsauken, NJ 08110 ("SNiP Telecommunications"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective on November 5, 2007 (the "Amendment Effective Date"). Verizon and SNiP Telecommunications are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated August 3, 2001 (the "Adoption Letter"), SNiP Telecommunications adopted in the Commonwealth of Pennsylvania, the interconnection agreement between Level 3 Communications LLC and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

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

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

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

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

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

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

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

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Communications Act of 1934, as amended, (the "Act"), wish to amend the Agreement in order to comply with the applicable rulings set forth in the Commission's orders of February 21, 2006 and September 13, 2007 and to give contractual effect to the provisions set forth herein;

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

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

then subscribed to an applicable special access term/volume plan or other special access arrangement, pursuant to which SNiP Telecommunications would be entitled to a lower rate), a resale arrangement, or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to SNiP Telecommunications.

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

2.5 Pre-Existing Discontinuance Rights.

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

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

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

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

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

3.1 FTTH and FTTC Loops.

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

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

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

3.2 Hybrid Loops.

- 3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement, but subject to and without limiting Section 4.4 below, SNiP Telecommunications shall not be entitled to obtain access to the packet switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.
- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement, when SNiP Telecommunications seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. §251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide SNiP Telecommunications with nondiscriminatory access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been met, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement, when SNiP Telecommunications seeks access to a Hybrid Loop for the provision of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to the entire DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises using time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. If SNiP Telecommunications requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall provide SNiP Telecommunications unbundled access to a Loop capable of voice-grade service (i.e., equivalent to DS0 capacity) to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon, in its sole discretion, will provide SNiP Telecommunications with (i) an existing copper Loop; (ii) or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where available. Standard

recurring and non-recurring Loop charges will apply. In addition, a *non-recurring charge will apply whenever a line and station transfer is performed.*

- 3.2.4.2 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of unbundled Loops pursuant to this Section 3.2.4, Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

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

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

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

3.3.3 Point of Technically Feasible Access. A point of technically feasible access is any point in Verizon's outside plant owned or controlled by Verizon, or is at or near a multiunit premises, where it is technically feasible for a technician to access the wire or fiber within a cable without removing a splice case to reach the wire or fiber and thereby establish connectivity. Such points include, but are

not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the single point of interconnection, the feeder/distribution interface, and cross-connection panels deployed at the customer premises. Verizon shall upon a site-specific request by SNIIP Telecommunications, provide access to a copper Subloop at a splice near a remote terminal. Within thirty (30) days from the Amendment Effective Date, Verizon shall provide SNIIP Telecommunications with a written proposal that describes in detail commercially viable methods that allow SNIIP Telecommunications to access Subloops in accordance with the terms of the Agreement, this Amendment and Applicable Law. Within ten (10) days of receipt of such proposal but in no case later than forty (40) days from the Amendment Effective Date, the Parties shall begin to negotiate mutually agreeable terms that effectuate commercially viable methods for SNIIP Telecommunications to access Subloops. The agreed upon methods shall be implemented within thirty (30) days after the Parties reach such agreement. Should the Parties not reach agreement within ninety (90) days from the Amendment Effective Date, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement and, to the extent they exist, the expedited dispute resolution processes of such Agreement. Until these issues are resolved by the Parties, or during the pendency of any dispute resolution proceeding initiated by a Party to resolve these issues, Verizon shall, notwithstanding the terms in Section 3.3.1 above, provide SNIIP Telecommunications with access to the full frequency/spectrum of copper/fiber Hybrid Loops.

- 3.3.4 Collocation. Access to the copper Subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules; provided, however, no collocation requirement may be imposed by Verizon at a customer's premises when SNIIP Telecommunications uses the same or similar space to access Inside Wire Subloops.
- 3.3.5 Access to Multiunit Premises Wiring. Verizon shall provide SNIIP Telecommunications with nondiscriminatory access to Inside Wire Subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity or type of media (including, but not limited to copper, coax, radio and fiber) employed for the Inside Wire Subloop.
- 3.3.6 Single Point of Interconnection. Upon notification by SNIIP Telecommunications that it requests interconnection and/or access to unbundled Inside Wire Subloops, at a multiunit premises and, if so requested by SNIIP Telecommunications, Verizon shall provide a single point of interconnection (SPOI) that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319 (b) (2) of the FCC's rules, to provide nondiscriminatory access to a Subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point and in any technically feasible manner (with Verizon having the burden of demonstrating infeasibility). Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of the SPOI and provide SNIIP Telecommunications with unrestricted access thereto not more than forty-five (45) days from receipt of a request by SNIIP Telecommunications to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through the same SPOI. Verizon charges shall recover only total element long-run incremental cost for constructing any such SPOI. The charges for the SPOI shall be recovered in a nondiscriminatory manner from all carriers (including the portion used by Verizon) using the SPOI. If, within fifteen (15) days from

Verizon's receipt of a request from SNiP Telecommunications to construct a SPOI, Verizon and SNiP Telecommunications are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act. Notwithstanding arbitration of the rates, if Verizon has not completed construction of the SPOI and provided access to SNiP Telecommunications within forty-five (45) days of SNiP Telecommunications's request, SNiP Telecommunications may elect to deploy its own cross connection configuration and connect it to the existing Verizon access point with no further financial obligation to Verizon. If the Verizon SPOI is subsequently made operational and pricing resolved, then Verizon may re-terminate the SNiP Telecommunications cross-connections, without additional charge to SNiP Telecommunications provided that SNiP Telecommunications may obtain a mutually agreeable customer release schedule. Verizon may, at its own option and expense, deploy a multi-carrier SPOI but only if that deployment does not delay SNiP Telecommunications access to customers in the MTE.

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

3.3A Network Interface Device (NID).

- 3.3A.1 **Network Interface Device.** Apart from its obligation to provide the NID functionality as part of an unbundled loop or Subloop, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit

SNiP Telecommunications to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.

3.4 High Capacity Loops.

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

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

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

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

3.4.1.2 Transition Period For DS1 Loops.

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

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

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

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

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

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

3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide SNiP Telecommunications with access to a Section 251(c)(3) Dark Fiber Loop on an unbundled basis.

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

3.5 High Capacity Transport.

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

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

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

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

3.5.1.2 Transition Period For DS1 Dedicated Transport.

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

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

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

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

3.5.2.1.2 SNIp Telecommunications and its Affiliates may obtain a maximum of twelve unbundled DS3 Dedicated Transport

circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.

3.5.2.2 Transition Period For DS3 Dedicated Transport.

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

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

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

3.5.3.2 Transition Period For Dark Fiber Transport.

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

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide SNIIP Telecommunications with unbundled access to Section 251(c)(3) Entrance Facilities, and Entrance Facilities are not subject to the

transition provisions (including, but not limited to, transition rates) set forth in this Section 3. In light of Paragraph 140 of the TRRO, the discontinuation of Entrance Facilities as set forth in this Amendment does not alter any right SNiP Telecommunications may have under the existing Agreement to obtain interconnection facilities pursuant to section 251(c)(2) of the Act; provided, however, that, for the avoidance of any doubt, this sentence by itself shall not be construed to establish any such right.

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

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

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

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

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

3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that SNiP Telecommunications seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), SNiP Telecommunications must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, SNiP Telecommunications's request is consistent with the requirements of the TRRO and that SNiP Telecommunications is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. SNiP Telecommunications's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to SNiP Telecommunications by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to SNiP Telecommunications under a non-disclosure agreement or that SNiP Telecommunications otherwise possesses.

3.6.1.2 The back-up data that Verizon provides to SNiP Telecommunications under a non-disclosure agreement pursuant to Section 3.6.1.1 above shall include the number of (i) Business Lines and (ii) Fiber-Based

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

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

3.6.2 Provision-then-Dispute Requirements.

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

3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then SNiP Telecommunications shall compensate Verizon for the additional charges that would apply if SNiP Telecommunications had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (i.e., month-to-month rate provided under Verizon's applicable interstate access tariff, unless SNiP Telecommunications is then subscribed to an applicable special access volume/term plan, or other special access tariff arrangement, pursuant to which SNiP Telecommunications would be entitled to a lower rate), or other alternative wholesale arrangement (except as provided in section 3.6.2.2.1 below as to dark fiber), applicable back to the date of provisioning. The foregoing rates shall apply until such time as SNiP Telecommunications requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the

monthly recurring charges that Verizon may charge, and that SNiP Telecommunications shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where SNiP Telecommunications, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.

3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a SNiP Telecommunications order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where SNiP Telecommunications's order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has ordered or approved or that has otherwise been confirmed through previous dispute resolution; or (b) to the extent the Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.

3.6.3 If Verizon revises its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date (any such revision may hereinafter be referred to as a "Wire Center Update Revision"), then Verizon shall notify SNiP Telecommunications in writing (by electronic mail or other written communication) of such change ("Wire Center Update Notice"), and the following provisions shall apply effective as of the date that Verizon provides SNiP Telecommunications such Wire Center Update Notice (the "Wire Center Update Notice Effective Date"):

3.6.3.1 SNiP Telecommunications's embedded base of TRRO Certification Elements that are or become Discontinued Elements by operation of any such Wire Center Update Revision (the "Newly-Discontinued Embedded Base") shall be treated as Discontinued Elements under Section 3.9.2 below effective as follows: (a) if the Wire Center Update Notice Effective Date is on or before March 10, 2007, 180 days after the Wire Center Update Notice Effective Date (the "Initial Transitional Wire Center Update Effective Date") and (b) if the Wire Center Update Notice Effective Date is on or after March 11, 2007, 90 days after the Wire Center Notice Update Effective Date (the "Secondary Transitional Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the First Transitional Wire Center Update Effective Date or the Secondary Transitional Wire Center Update Effective Date, as appropriate, shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable. During such 180- and

90-day periods, the Newly-Discontinued Embedded Base shall be priced at a rate equal to 115% of the rate SNIIP Telecommunications was obligated to pay for the subject element as of the applicable Wire Center Update Notice Effective Date.

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

3.7 DS0 Local Circuit Switching and Related Elements.

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

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

3.8 Payment of Transition Charges.

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

3.8.2 Retrospective Transition Charges.

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

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

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

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

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

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

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

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon has not completed the conversion or migration described in Section 3.9.2

by the applicable date set forth therein, then Verizon may, but shall not be required to, reprice the subject Discontinued Element, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to an alternative access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon may, in its sole discretion, effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other alternative arrangement that Verizon identifies under section 3.9.2 above. However, if SNiP Telecommunications challenges Verizon designation that certain loop and transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

- 3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.
- 3.11 Commingling and Combinations.
- 3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 and Section 4.4 below):
- 3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement or pursuant to Applicable Law with wholesale services obtained from Verizon under a Verizon access tariff or a separate agreement, or as Section 251(c)(4) resale ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules, or other Applicable Law. Moreover, to the extent and so long as required by the Federal Unbundling Rules or other Applicable Law (subject to Section 3.11.1.3 below), Verizon shall, upon request of SNiP Telecommunications, perform the functions necessary to commingle or combine such UNEs with Wholesale Services. The rates, terms and conditions of the applicable access tariff, or, as applicable, separate agreement, or rates, terms, and conditions otherwise applicable to section 251(c)(4) resale, will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the UNEs.

- 3.11.1.2 "Ratcheting," i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs or combinations of UNEs that are commingled with Wholesale Services do not constitute a shared use arrangement as set forth in the applicable Verizon tariff.
- 3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide SNiP Telecommunications with access to any facility that Verizon is not otherwise required to provide to SNiP Telecommunications on an unbundled basis under the Amended Agreement or other Applicable Law, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Element.

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

- 3.11.2.1 Verizon shall not be obligated to provide:
- 3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
 - 3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
 - 3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
 - 3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
 - 3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and not unless and until SNiP Telecommunications certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. SNiP Telecommunications must remain in compliance with said service eligibility criteria for so long as SNiP Telecommunications continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit shall be treated as described

in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements.

- 3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Elements, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and SNiP Telecommunications has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant High Capacity EEL circuit and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, shall reprice the subject High Capacity EEL circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an alternative access service or other alternative arrangement that Verizon shall identify in a written notice to SNiP Telecommunications.
- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a High Capacity EEL circuit for which certification under Section 3.11.2.1 above is required, SNiP Telecommunications must include the certification in the remarks section of the ASR (or, as applicable, LSR) as follows (substituting "LSR" for "ASR" where appropriate): "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR (or, as applicable, LSR) unless and until such time as provisions are made to populate other fields on the ASR (or, as applicable, LSR) to capture this certification.
- 3.11.2.4 There will be no charges for conversion from wholesale to UNEs or UNE combinations, unless a specific tariff charge has been approved for that purpose.
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 Upon SNiP Telecommunications's request, Verizon, in accordance with but only to the extent required by the Federal Unbundling Rules or other Applicable Law, shall convert a wholesale service, or group of wholesale services, to the equivalent UNE (if any) or combination of UNEs (if any) that Verizon is required to provide to SNiP Telecommunications under the Amended Agreement. SNiP Telecommunications shall make such a request by submitting an ASR (or, as applicable, LSR) to Verizon.¹ Each such request will be handled as a project.

Pricing changes for conversion requests submitted after the Amendment Effective Date shall become effective upon receipt by Verizon of SNiP Telecommunications request and shall be made by

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

Verizon in the first billing cycle after such request. Where SNiP Telecommunications specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, the recurring charges for the UNEs set forth in the Amended Agreement or Verizon's UNE tariff, as applicable, shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill SNiP Telecommunications pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR (or, as applicable, LSR) for conversion pursuant to Verizon's conversion guidelines.

3.11.2.7 Verizon shall not, in connection with any conversion pursuant to this Section 3.11, without the written consent of SNiP Telecommunications, physically disconnect, separate, alter or change, in any other fashion, equipment and facilities employed to provide the service being converted. Verizon shall use commercially reasonable efforts to avoid adversely affecting the service quality perceived by SNiP Telecommunications's customer.

3.11.2.8 [This Section Intentionally Left Blank.]

3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit SNiP Telecommunications's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall provide SNiP Telecommunications with thirty (30) days advance notice of any such audit. To the extent the independent auditor's report concludes that SNiP Telecommunications failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.11.2.2 above) SNiP Telecommunications must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis. To the extent the independent auditor's report concludes that SNiP Telecommunications failed to comply in all material respects with the service eligibility, then (without limiting Verizon's rights under Section 3.11.2.2 above) SNiP Telecommunications must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that SNiP Telecommunications complied in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then SNiP Telecommunications shall provide to the independent auditor for its verification a statement of SNiP Telecommunications's reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which SNiP Telecommunications submits such costs to the auditor, reimburse

SNiP Telecommunications for its reasonable and verifiable costs verified by the auditor. SNiP Telecommunications shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.11.2.10 Unless an effective order of the Commission or the FCC or a written agreement of the Parties expressly requires standard provisioning intervals and performance measures and remedies for Verizon's provisioning of commingled facilities and services, Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.12 Routine Network Modifications.

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

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

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

(including Dark Fiber Transport) for which routine network modifications are performed, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

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

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

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

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

4. Miscellaneous Provisions.

4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.

4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

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

4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised

and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. This Amendment does not alter, modify, or revise any rights and obligations under Applicable Law contained in the Agreement, other than those Section 251 rights and obligations specifically addressed in this Amendment. Furthermore, SNiP Telecommunications's execution of this Amendment shall not be construed as a waiver with respect to whether Verizon, prior to the Amendment Effective Date, was obligated under the Agreement to perform certain functions required by the TRO.

- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or otherwise.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1A Applicable Law. All laws, rules and regulations, including, but not limited to, the Communications Act of 1934, as amended, (the "Act") (including but not limited to 47 U.S.C. 251 and 47 U.S.C. 271), effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.2 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.3 Commingling. The connecting, attaching, or otherwise linking of an Unbundled Network Element or a Combination of Unbundled Network Elements, to one or more facilities or services that SNiP Telecommunications has obtained at,

wholesale from Verizon pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of an Unbundled Network Element, or a Combination, with one or more such facilities or services. "Commingling" means the act of Commingling.

- 4.7.4 Conversion. Conversion means all procedures, processes and functions that Verizon and SNiP Telecommunications must follow to Convert any Verizon facility or service other than a UNE (e.g., special access services) or group of Verizon facilities or services to the equivalent of UNEs or Combinations, or the reverse. "Convert" means the act of Conversion.
- 4.7.5 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.6 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or Wire Centers (including Verizon switching equipment, with line-side functionality, that terminate loops and is located at SNiP Telecommunications's premises).
- 4.7.7 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities between Verizon switches or Wire Centers (including Verizon switching equipment, with line-side functionality, that terminate loops and is located at SNiP Telecommunications's premises), or between Verizon Wire Centers or switches and requesting telecommunications carriers' switches or Wire Centers, including DS-1, DS-3, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 4.7.8 Discontinued Element. Any facility that Verizon, at any time, has provided or offered to provide to SNiP Telecommunications on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51, but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Elements as of the Amended Effective Date include the following, whether as stand-alone elements or combined or commingled with other elements: (a) any Entrance Facility (lit or unlit); (b) Local Circuit Switching that, if provided to SNiP Telecommunications would be used for the purpose of serving SNiP Telecommunications's customers using DS1 or above capacity Loops; (c) DS0 Local Circuit Switching (subject to the transition provisions set forth herein for SNiP Telecommunications's embedded end user customer base, if any, as of March 11, 2005); (d) OCn Loops and OCn Dedicated Transport; (e) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in section 3.4 of this Amendment; (f) Dark Fiber Loops (subject to the transition provisions set forth herein for SNiP Telecommunications's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (g) subject to Sections 3.4.1 and 3.4.2 above, any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to SNiP Telecommunications on an unbundled basis under section 3 of this Amendment; (h) subject to Sections 3.5.1, 3.5.2, and 3.6 above, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in section 3.5 of

this Amendment; (i) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to SNIIP Telecommunications on an unbundled basis under section 3 of this Amendment; (j) the Feeder portion of a Loop; (k) Line Sharing, subject to the FCC's TRO transition requirements described herein; (l) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with DS0 Local Circuit Switching for SNIIP Telecommunications 's embedded end user customer base for such switching, if any, as of March 11, 2005); (m) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with DS0 Local Circuit Switching for SNIIP Telecommunications 's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with DS0 Local Circuit Switching for SNIIP Telecommunications 's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (p) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (q) Hybrid Loops, subject to Section 3.2 above.

- 4.7.9 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.10 DS0 Local Circuit Switching. Local Circuit Switching or Tandem Switching that, if provided to SNIIP Telecommunications, would be used for the purpose of serving a SNIIP Telecommunications end user customer with DS0 loops.
- 4.7.11 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.12 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.13 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.14 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.15 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of SNIIP Telecommunications or a third party.
- 4.7.16 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.

- 4.7.17 Federal Unbundling Rules. Any requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 4.7.18 Fiber-Based Collocator. As set forth in 47 C.F.R. § 51.5; a Fiber-Based Collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an indefeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. For the avoidance of any doubt, if an entity was not an Affiliate of Verizon as of the date (on or after March 11, 2005) on which a Wire Center qualified for non-impairment under Section 3.4 or 3.5 of this Amendment, the non-impairment status of such Wire Center shall not be eliminated or downgraded (e.g., from Tier 1 to Tier 2) if the entity later becomes an Affiliate of Verizon; provided, however, that Verizon shall comply prospectively, from and after February 5, 2006, with Unbundled Network Element Condition No. 2 set forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) effective as of February 5, 2006 and for so long as such condition is applicable.
- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to or beyond the multiunit premises' minimum point of entry (MPOE). FTTH Loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises. FTTC loops are not limited to those loops being used to provide service to "mass market" or residential customers.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 Inside Wire Subloop (House and Riser Cable). All loop plant owned or controlled by Verizon at a multiunit customer premises between the minimum point of entry ("MPOE") and the Demarcation Point of Verizon's network, other than FTTH or FTTC Loop.
- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.

- 4.7.24 Line Sharing. The process by which SNiP Telecommunications provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises and includes the high frequency portion of any inside wire (including Inside Wire Sub-Loop) owned or controlled by Verizon other than FTTH or FTTC Loop.
- 4.7.25 Local Circuit Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side port (including the capability to connect a loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).
- 4.7.26 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.27 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more Verizon intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 4.7.28 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.29 Subloop. A subloop (including Inside Wire Subloops, defined above) is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable, between any technically feasible point in Verizon's outside plant, including inside wire owned, controlled or leased by Verizon, and the end-user customer premises. A subloop includes all intermediate devices (e.g. repeater and load coils), and includes the features, functions, and capabilities of the loop. A subloop includes two-wire and four-wire analog voice grade subloops and two-wire and four-wire subloops conditioned for digital service, regardless of whether the subloops are in service or held as spares.
- 4.7.30 Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTH or FTTC Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

- 4.7.31 Tandem Switching. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.32 Wire Center. A Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in 47 C.F.R. § 51.5. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

SNIP LINK LLC

VERIZON PENNSYLVANIA INC.

By:  _____

By: _____

Printed: Joseph J. Giacomelli

Printed: Jeffrey A. Masoner

Title: VP Carrier Relations

Title: Vice President - Interconnection Services

Date: 11/9/07 _____

Date: _____

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

SNIP LINK LLC

VERIZON PENNSYLVANIA INC.

By: _____

By: Jeffrey A. Masoner

Printed: Joseph J. Giacomelli

Printed: Jeffrey A. Masoner

Title: VP Carrier Relations

Title: Vice President - Interconnection Services

Date: _____

Date: 11/6/07

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

John Simms
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

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

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

RECEIVED
NOV 13 2007
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: November 20, 2007

SUBJECT: A-310820F7000

TO: Office of Special Assistants

FROM: *KB* James J. McNulty, Secretary

Joint Petition of Verizon Pennsylvania Inc. and SNIP LINK, LLC for
Approval of Amendment No. 2 to the Interconnection Agreement
Under Section 252(e) of the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 2 to the
Interconnection Agreement filed in connection with the above-docketed proceeding.

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

This matter is assigned to your Office for appropriate action.

Attachment

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

DOCUMENT
FOLDER

DOCKETED
NOV 20 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and SNIp LiNK, LLC. for Approval of Amendment No. 2 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996. Docket Number: A-310820F7000

Verizon Pennsylvania Inc. and SNIp LiNK, LLC., by its counsel, filed on November 13, 2007, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. and SNIp LiNK, LLC. 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 DOCKETED NOV 20 2007

BY THE COMMISSION

James J. McNulty

James J. McNulty Secretary

RECEIVED LEGISLATIVE REFERENCE BUREAU NOV 20 07 3:40 PA. CODE & BULLETIN

ORIGINAL



RECEIVED

JUN 19 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Amanda DePalma
Manager - Partner Solutions Receivables Management

185 Franklin Street, Room 900
Boston, MA 02110
(617) 743-2114
amanda.l.depalma@verizon.com

A-310820 F.7000

Via Overnight Mail

June 19, 2007

DOCUMENT
FOLDER

Richard Steen
SNIP LINK, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110

Steve Augustino
Kelley Drye & Warren LLP
3050 K Street NW, Suite 400
Washington, DC 20007

Re: Notice of Payment Default and Pending Termination of Service - Pennsylvania

Dear Messrs. Steen and Augustino:

Please take notice that SNIP LINK, LLC ("SNIP LINK") is, once again¹, in default of its bill payment obligations in Pennsylvania under its interconnection agreement (the "Agreement") with Verizon Pennsylvania Inc. ("Verizon").

SNIP LINK is now in default with respect to such charges owed to Verizon in the amount of **\$4,857.63**. This payment default arises from SNIP LINK's failure to pay undisputed past due Verizon charges for unbundled network elements ("UNE") and collocation service. In the attached chart, please find account information current as of June 15, 2007.²

Pursuant to §22.5 of the Agreement, Verizon has the right, upon 60 days written notice to SNIP LINK, to terminate its provision of service if SNIP LINK fails to make timely payment of undisputed amounts. The "Local Service Provider Abandonment Process" (the "Abandonment Process") set forth in Pennsylvania Code Title 52, Chapter 63, Subchapter N §§ 63.301 *et seq.* provides a notice period and other requirements with which Verizon will comply.

Verizon hereby sends this notice of default pursuant to §63.304(c) of the Abandonment Process. SNIP LINK must pay its undisputed past due balance of **\$4,857.63** on or before **July 20, 2007**, or Verizon will exercise its rights under §63.303(b) and send a notice informing SNIP LINK of its intention to terminate all existing service provided under the Agreement on or after **September 7, 2007**.

Verizon reserves all of its rights to exercise any or all of its cumulative remedies, and will continue to exercise any and all available legal rights to collect payment for all services rendered and to limit its risk

¹ Verizon previously sent SNIP LINK notices of payment default on August 8, 2006.

² Verizon has excluded from this payment demand all charges subject to the SNIP LINK's CDP dispute on BAN 215M400076102.

54

SNIP LINK, LLC
(Page 2 of 3)

of accruing additional unpaid service charges. Please contact me immediately at the telephone number above to arrange payment in cure of this breach of payment obligations in Pennsylvania.

Sincerely,



Amanda DePalma

cc: James J. McNulty, Secretary
Pennsylvania Public Utility Commission

Bureau of Consumer Services
Pennsylvania Public Utility Commission

Law Bureau
Pennsylvania Public Utility Commission

SNIP LINK, LLC
(Page 3 of 3)

PA as of 6/15/2007			
Service Type	Past Due Charges	Disputed Amounts	Undisputed Past Due Charges
UNE	\$66,128.73	\$64,524.34	\$1,604.39
COLO	\$3,253.24	\$0.00	\$3,253.24
Total	\$69,381.97	\$64,524.34	\$4,857.63



RECEIVED

JAN - 4 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Timothy Kinneen
Manager – VSO Customer Financial Services

185 Franklin Street, Room 900
Boston, MA 02110
(617) 743-6915
timothy.kinneen@verizon.com

ORIGINAL

A-310820 E 7000

Via Overnight Express Mail

January 4, 2010

Marc Gilbert, Managing Director
SNiP LiNK, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110

Steve Augustino
Kelley Drye & Warren LLP
3050 K Street, N.W., Suite 400
Washington, DC 20007

Re: Notice of Payment Default and Imminent Disconnection of Service – Pennsylvania

Dear Notice Recipients:

This letter serves as notice that SNiP LiNK, LLC (“SNiP LiNK”) is in default of its bill payment obligations with respect to charges billed under its interconnection agreement (the “Agreement”) with Verizon Pennsylvania Inc. (“Verizon”). This default arises from SNiP LiNK’s failure to pay undisputed past due charges that Verizon billed more than 30 days ago for services rendered. Accordingly, SNiP LiNK is now in default with respect to these undisputed charges in the amount of \$27,872.54 as of December 31, 2009.

Pursuant to Section 22.5 of the Agreement, Verizon has the right, upon 60 days written notice to SNiP LiNK, to terminate its provision of service if SNiP LiNK fails to make timely payment of undisputed amounts. However, the “Local Service Provider Abandonment Process” (the “Abandonment Process”) set forth in Pennsylvania Code Title 52, Chapter 63, Subchapter N §§ 63.301 *et seq.* provides an extended notice period and other requirements with which Verizon will comply.

Accordingly, SNiP LiNK must cure this payment default by paying Verizon the amount of **\$27,872.54** on or before **March 22, 2010**, or Verizon will suspend its acceptance and processing of all new or pending SNiP LiNK service orders to add or change service (except disconnects) and/or will terminate all services provided under the Agreement on or after **March 23, 2010**.


As a result of SNiP LiNK’s failure to timely pay its bills, Verizon has the right, under Section 20.3 of the Agreement, to require SNiP LiNK to deliver adequate assurance of payment of amounts due, or to become due, in the amount of two months anticipated charges. Although Verizon is not requesting adequate assurance in this notice, Verizon may do so at any time.

Verizon reserves all of its rights to exercise any or all of its cumulative remedies, and will continue to exercise any and all available legal remedies to collect payment for services rendered and to limit its risk

SNiP LiNK, LLC
January 4, 2010
Page 2 of 3

of accruing additional unpaid service charges. Please contact me immediately to arrange payment to cure this breach of payment obligations.

Sincerely,



Timothy Kinneen

cc: James J. McNulty, Secretary
Pennsylvania Public Utility Commission

Bureau of Consumer Services
Pennsylvania Public Utility Commission

Law Bureau
Pennsylvania Public Utility Commission

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JAN - 4 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

As of 12/31/2009

PRODUCT	BAN	CURRENT	PAST DUE	DISPUTES	UNDISPUTED PAST DUE
COLO	215K440028495	\$1,463.21	\$1,442.24	\$20.97	\$1,421.27
SUBTOTAL COLO		\$1,463.21	\$1,442.24	\$20.97	\$1,421.27
ISP	2152471436238	\$32.90	\$0.00	\$0.00	\$0.00
ISP	2155452853607	\$26.81	\$26.41	\$0.00	\$26.41
ISP	2156270298849	\$39.63	\$375.12	\$0.00	\$375.12
ISP	2156730145850	\$25.69	\$25.31	\$0.00	\$25.31
ISP	2157245939477	\$29.16	\$0.00	\$0.00	\$0.00
ISP	2157501708464	\$39.91	\$39.32	\$0.00	\$39.32
ISP	6108283548330	\$40.15	\$39.56	\$0.00	\$39.56
SUBTOTAL ISP		\$234.25	\$505.72	\$0.00	\$505.72
UNE	215M400048050	\$5,658.42	\$14,606.71	\$365.25	\$14,241.46
UNE	215M400076102	\$12,374.06	\$11,603.15	\$216.53	\$11,386.62
UNE	215M400078181	\$0.00	\$0.00	\$0.00	\$0.00
UNE	7171011206999	\$1,183.64	\$0.00	\$0.00	\$0.00
UNE	7171011207999	\$0.00	\$0.00	\$0.00	\$0.00
UNE	7171111033999	\$0.00	\$0.00	\$0.00	\$0.00
UNE	7171111046999	\$0.00	\$0.00	\$0.00	\$0.00
UNE	7171111084999	\$213.26	\$317.47	\$0.00	\$317.47
SUBTOTAL		\$19,429.38	\$26,527.33	\$581.78	\$25,945.55
GRAND TOTAL		\$21,126.84	\$28,475.29	\$602.75	\$27,872.54

RECEIVED

JAN - 4 2010

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

From: Origin ID: LWMA (617)743-5908
Scott D. Hanning
Verizon
185 Franklin St
MailCode S81060012
Boston, MA 02110



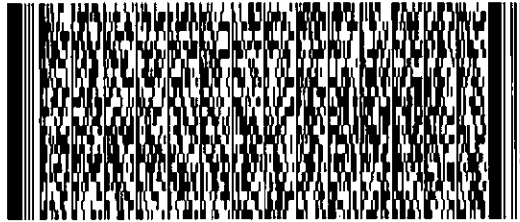
Ship Date: 04JAN10
ActWgt: 1 LB
CAD: 2873773/WBUS0200
Account#: S *****

Delivery Address Bar Code



Ref # PR9746070
Invoice #
PO #
Dept #

SHIP TO: (717)783-1740 **BILL THIRD PARTY**
James J. McNulty, Secretary
Pennsylvania PUC
400 NORTH ST
FL 2
HARRISBURG, PA 17120

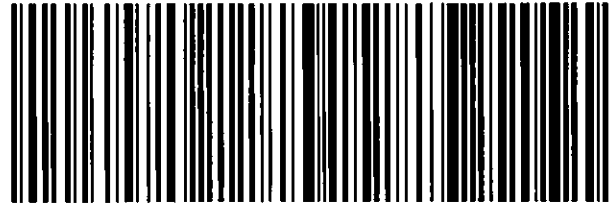


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0201

TUE - 05JAN A1
STANDARD OVERNIGHT

ZN MDTA

17120
PA-US
MDT



FEDEx SHIPPING LABEL

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).