

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



February 23, 2004

1717 Arch Street, 32NW  
Philadelphia, PA 19103

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

**VIA UPS OVERNIGHT**

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

RECEIVED

FEB 23 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and IDT America Corp.  
of Adoption of an Interconnection Agreement  
Dkt. No. A-310782F7000

DOCKETED  
MAR 04 2004

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered May 23, 2003, 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 that 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 March 27, 2003 and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated May 23, 2003.

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

Very truly yours,

  
Daniel E. Monagle

DEM/slb

cc: James Courter, President, IDT America Corp.

DOCUMENT

# MEMO

PUBLIC UTILITY COMMISSION

March 8, 2004

**Subject:**

A-310922F7000	Verizon Pennsylvania Inc & Core Communications
A-310985F7000	Verizon Pennsylvania Inc & Citynet Telecommunications
A-311160F7000	Verizon Pennsylvania Inc & McGraw Communications
A-310863F7001	Verizon North Inc & Comm South Companies
A-311222F7001	Verizon North Inc & Essex Acquisition Corp
A-311259F7001	Verizon North Inc & Unlimited Communication
A-311259F7000	Verizon Pennsylvania Inc & Unlimited Communication
A-310806F7000	Verizon Pennsylvania Inc & NOW Communications
A-310932F7000	Verizon Pennsylvania Inc & Broadview Networks
A-310651F7000	Verizon Pennsylvania Inc & Service Electric Telephone
A-310804F7000	Verizon Pennsylvania Inc & dPi Teleconnect, LLC
A-310804F7001	Verizon North Inc & dPi Teleconnect, LLC
A-310782F7000	Verizon Pennsylvania Inc & IDT America Corp
A-311188F7000	Verizon Pennsylvania Inc & Broadview NP Acquisition
A-310827F7001	Verizon North Inc & D-Tel, LLC
A-310738F7001	Verizon North Inc & D&E Systems, Inc.
A-310738F7000	Verizon Pennsylvania Inc and D&E Systems, Inc
A-310933F7001	Verizon North Inc & Metropolitan Telecommunications
A-311156F7001	Verizon North Inc & Remi Tetail Communications
A-310104F7000	Verizon Pennsylvania Inc & ATX Telecommunications
A-311087F7000	Verizon Pennsylvania Inc & PaCLEC Corp
A-311021F7000	Verizon Pennsylvania Inc & LightWave Communications
A-310581F7000	Verizon Pennsylvania Inc & VIC-RMTS-DC
A-310581F7001	Verizon North Inc & VIC-RMTS-DC
A-310872F7001	Verizon North Inc & Quantumshift Communications

**To:** James McNulty  
Secretary

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



**DOCUMENT  
FOLDER**

Your office currently lists the above-referenced cases as open assignments to OSA. This memo is to advise you that, per the attached letters dated February 23, 2004, true and correct copies of the Interconnection Agreements have been filed in each case. Accordingly, please take the necessary actions to close the assignments and remove these matters from our outstanding case list.

If you need more information or have any questions or concerns, please contact Bobbi Lathrop at 2-8584. Thank you.

**DOCKETED**  
APR 15 2004

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

COPY



February 23, 2004

1717 Arch Street, 32NW  
Philadelphia, PA 19103

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

VIA UPS OVERNIGHT

RECEIVED

FEB 24 2004

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

RECEIVED

FEB 23 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and IDT America Corp.  
of Adoption of an Interconnection Agreement  
Dkt. No. A-310782F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered May 23, 2003, 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 that 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 March 27, 2003 and which, along with the underlying Agreement being adopted, was the subject of the Commission's Order dated May 23, 2003.

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

Very truly yours,

  
Daniel E. Monagle

DEM/slb

cc: James Courter, President, IDT America Corp.

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania



ORIGINAL

1717 Arch Street, 10W  
Philadelphia, PA 19103

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

June 15, 2006

RECEIVED

JUN 15 2006

**VIA UPS OVERNIGHT**

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

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and IDT America, Corp.  
of Adoption of an Interconnection Agreement  
Docket No. A-310782 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Filing of Verizon Pennsylvania Inc. and IDT America, Corp., of Adoption of an Interconnection Agreement. The Interconnection Agreement being adopted is the Agreement between Verizon Pennsylvania Inc. and Sprint Communications Company L.P., which Agreement was filed with the Commission on March 14, 2002 following arbitration between the parties in Docket No. A-310183. This adopted Interconnection Agreement is intended as a replacement Interconnection Agreement, replacing the Agreement between Verizon Pennsylvania Inc. and IDT America Corp. previously approved by the Commission by Order approved May 22, 2003 at Docket No. A-310782 F7000. Although the Adoption is effective as of April 21, 2006, the Adoption was signed by the two parties' signers on May 15, 2006 and May 22, 2006 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to IDT America, Corp.

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

DOCUMENT  
FOLDER

DEM/slb

Enclosure

cc: Mr. Andrew Fisher, IDT America, Corp.  
Attached Service List

76

SERVICE LIST

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

William Lloyd  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Charles F. Hoffman  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Bldg  
400 North Street  
Harrisburg, PA 17105-3265

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

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

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

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

**RECEIVED**

JUN 15 2006

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

# ORIGINAL

**Jeffrey A. Masoner**  
Vice President  
Partner Solutions  
Interconnection Services Policy & Planning



One Verizon Way  
VC32W-421  
Basking Ridge, NJ 07920

Tel.: 908-559-4610  
Fax: 908-766-3495  
jeffrey.a.masoner@verizon.com

## DOCUMENT FOLDER

**DOCKETED**  
JUN 20 2006

## RECEIVED

JUN 15 2006

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

May 3, 2006

James Courter  
President  
IDT America, Corp.  
520 Broad Street  
Newark, NJ 07102

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

Dear Mr. Courter:

Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received correspondence stating that IDT America, Corp. ("IDT"), a New Jersey corporation, with principal place of business at 520 Broad Street, Newark, NJ 07102 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between Sprint Communications Company L.P. ("Sprint") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania in Docket No. A-310183F7000, as such agreement exists on the date hereof (including, without limitation, Amendment 1 and 2 thereto after giving effect to operation of law (the "Terms")). I understand IDT has a copy of the Terms. Please note the following with respect to IDT's adoption of the Terms.

1. By IDT's countersignature on this letter, IDT hereby represents and agrees to the following seven points:
  - A. IDT adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that IDT shall be substituted in place of Sprint Communications Company L.P. and Sprint in the Terms wherever appropriate.
  - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer

applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51. Moreover, Verizon, on February 26, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If Sprint is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): (i) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (ii) IDT agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (iii) Verizon and IDT shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in subsections (i) and (ii) above.

- C. Notice to IDT and Verizon as may be required or permitted under the Terms shall be provided as follows:

To IDT America, Corp.:

Attention: Andrew Fisher, Esq.  
Associate General Counsel  
520 Broad Street  
Newark, NJ 07102  
Telephone Number: (973) 438-3683, Ext.: None  
Facsimile Number: (973) 438-1455  
Internet Address: [andrew.fisher@corp.idt.net](mailto:andrew.fisher@corp.idt.net)

To Verizon:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President & Deputy General Counsel  
Verizon Partner Solutions  
1515 North Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- D. IDT represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its

adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.

- E. In the event an interconnection agreement between Verizon and IDT is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
  - F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to IDT's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. IDT should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
  - G. IDT's adoption of the Terms shall become effective on April 21, 2006. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by IDT as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern IDT's adoption of the Terms.
- 2. As the Terms are being adopted by IDT pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. A-310183F7000, or to seek review in any way of any provisions included in the Terms as a result of IDT's adoption of the Terms.
  - 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. A-310183F7000 (the Sprint arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the



decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

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

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

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

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

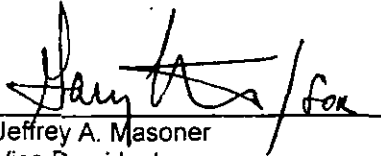
Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

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

Sincerely,

VERIZON PENNSYLVANIA INC.

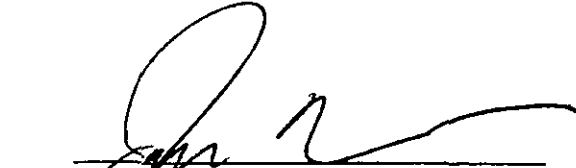


Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

5-22-06  
DATE

Reviewed and countersigned as to Paragraph 1:

IDT AMERICA, CORP.



James Courter  
President

5-15-06  
DATE

Attachment

c: Kathy Robertson - Verizon

APPENDIX A<sup>1</sup>

VERIZON PENNSYLVANIA and IDT  
V1.14

A. INTERCONNECTION<sup>2</sup>

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Reciprocal Compensation Traffic Termination</b>		
Reciprocal Compensation Traffic End Office Rate	\$ .000987/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$ .002439/MOU	Not Applicable

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and IDT shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

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

<sup>2</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

**Service or Element Description:**

**II. Entrance Facilities and Transport for Interconnection**

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

**Recurring Charges:**

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

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

**Non-Recurring Charge:**

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

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

**III. Exchange Access Service**

Interstate

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

Intrastate

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

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**IV. End Point Fiber Meet**

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

**V. Tandem Transit Traffic Service**

Tandem Switching

\$.001146/MOU

Per Section II. above,  
as applicable

Switched Transport

\$.000206/MOU  
\$.000010/MOU/Mile

## **B. UNBUNDLED NETWORK ELEMENTS<sup>3 4</sup>**

### **Service or Element Description:**

### **Recurring Charges:**

### **Non-Recurring Charge:**

#### **I. Dedicated Transport**

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

#### **II. Common Transport**

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

#### **III. Digital Cross-Connect System**

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

#### **IV. Entrance Facilities**

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

#### **V. Unbundled Switching<sup>5</sup>**

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

#### **VI. Unbundled Loops**

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

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<sup>3</sup> All rates and charges specified herein are pertaining to the Network Elements Attachment. The rates set forth herein are subject to, and shall not have the effect of limiting, footnote 1 above. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

<sup>4</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and IDT shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>5</sup> In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

**Service or Element Description:**

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

**Recurring Charges:**

Density Cell:  
1 - \$6.77/Month  
2 - \$9.25/Month  
3 - \$12.39/Month  
4 - \$22.39/Month

**Non-Recurring Charge:**

Service Order: \$0.00  
Installation:  
If premises visit not required - \$1.44 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$1.44, initial and each additional loop

Disconnect:  
\$1.30 per loop

Cooperative Testing,  
per loop-\$0.00

Engineering query,  
\$0.00

Engineering Work  
Order,  
\$0.00

Manual Pre-  
Qualification, per loop  
\$0.00



**Service or Element Description:**

**Recurring  
Charges:**

**Non-Recurring  
Charge:**

**VII. Intrastate Collocation**

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

**VIII. Line Sharing**

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

**IX. Line Splitting**

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

**X. EEL**

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

**XI. UNE Platform Conversion**

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

**XII. DARK FIBER**

Records Review, per inquiry		\$0.00
Records Review with Reservation, per inquiry		TBD
Dark Fiber – IOF		
Verizon C.O. to Verizon C.O		
Service Order		\$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	\$15.95	\$42.59
IOF Mileage/Pair/mile	\$149.32	
IOF Mileage Installation Charge/Pair		\$204.94
Expedited Handling		\$94.34
Intermediate Office Routing Charge	\$10.66	\$36.23
Verizon C.O. to CLEC C.O.		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$15.95	\$42.59
Channel Termination Installation Charge		\$353.23
Expedited Handling		\$94.34
Dark Fiber - LOOP		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$15.95	\$38.53
Loop Charge/Pair		
Rate Group A1	\$71.66	\$566.97
Rate Group A2	\$117.04	\$566.97
Rate Group B1	\$169.14	\$566.97
Rate Group B2	\$200.95	\$566.97
Expedited Handling		\$317.43
Dark Fiber Sub-Loop	TBD	TBD

**Service or Element Description:**

**XIII. Unbundled Subloop Arrangement (USLA)**

**XIV. Unbundled Feeder Sub-Loop (UFSE)**

**XV. Unbundled Drop Sub-Element (UDSE)**

**XVI. Signaling and Databases**

**XVII. Network Interface Device (NID)**

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

**Recurring  
Charges:**

**Non-Recurring  
Charge:**

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

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

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

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

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

\$1.04

\$1.12

**C. RESALE<sup>6</sup>**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
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**I. Wholesale Discount for Resale of Retail Telecommunications Services<sup>7</sup>**

Resale of retail services if IDT provides own operator services platform	22.00% (Inclusive of PA gross receipts tax)	
Resale of retail services if IDT uses Verizon operator services platform	18.34% (Inclusive of PA gross receipts tax)	

**D. OPERATIONS SUPPORT SYSTEM**

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

**E. 911/E911**

Access pass-through to number portability purchaser

Transport  
Data Entry and Maintenance

Per section B. above.  
No Charge

<sup>6</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

<sup>7</sup> Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**F. TIME AND MATERIALS**

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

**G. CUSTOMIZED ROUTING**

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

**H. DIRECTORY LISTINGS & BOOKS**

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

Not Applicable

Not Applicable

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

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

Books & delivery (annual home area directories only)

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

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

DATE: June 20, 2006

SUBJECT: A-310782F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

Joint Petition of Verizon Pennsylvania Inc. and IDT America, Corp.  
for Approval of Adoption of an Interconnection Agreement Under  
Section 252(i) of the Telecommunications Act of 1996.

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

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published on July 1, 2006. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

DOCUMENT  
FOLDER

DOCKETED  
JUN 20 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and IDT America, Corp.  
for Approval of Adoption of an Interconnection Agreement Under  
Section 252(i) of The Telecommunications Act of 1996.  
Docket Number: A-310782F7000

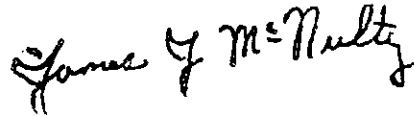
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Verizon Pennsylvania Inc. and IDT America, Corp., by its counsel, filed on June 15, 2006, at the Public Utility Commission, a Joint Petition for approval of Adoption of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications 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 IDT America, Corp. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

BY THE COMMISSION



James J. McNulty  
Secretary

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