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DIRECTOR:	:	
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/27
8. DOCKET NO: A-310580 F7001	:	9. EFFECTIVE DATE: 0

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: MCI WORLDCOM COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 310580

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS INC. (AS SUCCESSOR TO RHYTHMS LINKS INC.) FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252 (E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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MAR 09 2004

1. REPORT DATE: 00/00/00 :
 2. BUREAU: OSA :
 3. SECTION(S) :
 5. APPROVED BY: *Corrected* : 4. PUBLIC MEETING DATE:
 DIRECTOR: *Caption* : 00/00/00
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 01/27/04
 8. DOCKET NO: A-310580 F7001 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: MCI WORLDCOM COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 310580

ALLEGATION OR SUBJECT

1/27/04 JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS
 INC. (AS SUCCESSOR TO RHYTHMS LINKS INC.) FOR APPROVAL OF AN INTERCONNECTION
 AGREEMENT OF AMENDMENT NO.1 UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT
 OF 1996.....

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- 1. REPORT DATE: 00/00/00
- 2. BUREAU: OSA
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COMP/APP COUNTY:

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ALLEGATION OR SUBJECT

1/27/04 JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS INC. (AS SUCCESSOR TO RHYTHMS LINKS INC.) FOR APPROVAL OF AN INTERCONNECTION AGREEMENT OF AMENDMENT NO.1 UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 04/22/05 JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS, INC. (AS SUCCESSOR TO RHYTHMS LINKS, INC.) FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E). OF THE TELECOMMUNICATIONS ACT OF 1996.....

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- 1. REPORT DATE: 00/00/00
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- 6. PERSON IN CHARGE:
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- 7. DATE FILED: 01/27/04
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PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: MCI WORLDCOM COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 310580

ALLEGATION OR SUBJECT

1/27/04 JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS INC. (AS SUCCESSOR TO RHYTHMS LINKS INC.) FOR APPROVAL OF AN INTERCONNECTION AGREEMENT OF AMENDMENT NO.1 UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 04/22/05 JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM COMMUNICATIONS, INC. (AS SUCCESSOR TO RHYTHMS LINKS, INC.) FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

7/25/05 - JOINT PETITION OF VERIZON NORTH, INC., AND MCI WORLDCOM COMMUNICATIONS, INC (AS SUCCESSOR TO RHYTHMS LINKS, INC) FOR APPROVAL OF AMENDMENT NUMBER 3 TO THE INTERCONNECTION AGREEMENT.....

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DOCKETED
AUG 03 2005

Anthony E. Gay
Assistant General Counsel
Law Department

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ORIGINAL
verizon

JAN 27 2004
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Verizon Communications
1717 Arch Street, 32NW
Philadelphia, PA 19103

Tel: (215) 963-6023
Fax: (215) 563-2658
Anthony.E.Gay@Verizon.com

January 27, 2004

VIA UPS EXPRESS MAIL

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

DOCUMENT
FOLDER

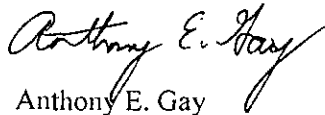
RE: Joint Petition of Verizon North Inc. and MCI WorldCom Communications Inc. (as successor to Rhythms Links Inc.) – Docket No. A-310580 F7001

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Joint Petition of Verizon North Inc. and MCI WorldCom Communications Inc. (as successor to Rhythms Links Inc.) for Approval of an Interconnection Agreement. I have also enclosed a brief memorandum further detailing the nature of this filing.

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

Very truly yours,


Anthony E. Gay

AEG/slb

Enclosure

cc: Matthew J. Harthun, Esquire (MCI)

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT PETITION OF VERIZON NORTH INC. AND)
MCI WORLDCOM COMMUNICATIONS, INC. (AS)
SUCCESSOR TO RHYTHMS LINKS INC.) FOR)
APPROVAL OF AN INTERCONNECTION)
AGREEMENT UNDER SECTION 252(e) OF THE)
TELECOMMUNICATIONS ACT OF 1996.)

PUC Docket No. A-310580 F 7001

JAN 27 2004

JOINT PETITION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Verizon North Inc. ("Verizon") and MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")¹, the attached Interconnection Agreement dated November 28, 2001 (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks and makes available to MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon. Verizon and MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

In support of this request, Verizon and MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) state as follows:

THE PARTIES

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

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.

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2. MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) is a competitive local exchange carrier that has been granted authority to provide local exchange service in Pennsylvania.

THE AGREEMENT

3. Verizon and Rhythms Links Inc. entered into the Agreement pursuant to Sections 251 and 252(a) of the 1996 Act. MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) acquired the agreement, along with certain assets, from Rhythms Links Inc. through the latter's bankruptcy proceedings. The Agreement applies with respect to such assets (and associated sites) purchased by MCI WORLDCOM Communications, Inc. through that proceeding.

4. The Agreement sets forth the terms, conditions and prices under which Verizon and MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) will offer and provide network interconnection, reciprocal call termination, 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. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

5. The Agreement addresses a number of complex issues. Key provisions of the Agreement provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates as specified in the Pricing Attachment to the Agreement;
- (ii) Unbundled loops – providing MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) access to existing Verizon customers – based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.);

- (iv) Including MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) customers' primary listings in the appropriate alphabetical directory ("White Pages") and, for business customers, in the appropriate classified directory ("Yellow Pages");
- (v) The resale of Verizon telecommunications services for a wholesale discount as specified in the Pricing Attachment to the Agreement;
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon to MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) equal to the level of service provided by Verizon to its own end-user customers and other telecommunications carriers.

COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval 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 Agreement 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 interconnection, a service or network element specified in the Agreement on the same terms and conditions to the extent required under Section 252(i) of the 1996 Act. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Verizon pursuant to Section 252(a) of the 1996 Act.

8. Second, the Agreement 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 MCI WORLD.COM Communications, Inc. (as successor to Rhythms Links Inc.) to compete with Verizon as a facilities-based local telephone service carrier for both residential and business customers.

APPROVAL OF THE AGREEMENT

9. The parties respectfully request that the Commission expedite its review of the Agreement 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, the parties request that the Commission act sooner than that date if at all possible.

WHEREFORE, Verizon and MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.) respectfully request that the Commission approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



Julia A. Conover
Daniel E. Monagle
Verizon North Inc.
1717 Arch Street, 32N
Philadelphia, PA 19103
Tel. (215) 963-6001
Fax (215) 563-2658

Attorneys For
Verizon North Inc.

Of Counsel
Jack H. White



Michelle Painter
Senior Attorney
1133 19th Street, N.W.
Washington, DC 20036
Phone No. (202) 736-6204
Fax No. (202) 736-6242

Attorney For
MCI WORLDCOM Communications, Inc.
(as successor to Rhythms Links Inc.)

DATED: January 23, 2004

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SECRETARY'S OFFICE

ON



A - 310580 F 2001

Transmittal for State PSC/PSC/Board Approval
of the Rhythms Links, Inc. Interconnection Agreement

Attached for approval by the Commission pursuant to 47 U.S.C. § 252 is an Interconnection Agreement ("Agreement") that was entered into by Rhythms Links Inc. and Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") effective 11/28/01. The parties negotiated this Agreement during the pendency of Rhythms NetConnections, Inc.'s and its affiliates' chapter 11 bankruptcy proceedings in the Bankruptcy Court for the Southern District of New York. This agreement was not filed for approval by the Commission at that time in light of the then-pending Rhythms bankruptcy.

Subsequently, this Agreement was assigned to MCI WORLDCOM Communications Inc. pursuant to an order of the Bankruptcy Court in connection with MCI WORLDCOM Communications Inc.'s purchase of certain assets of Rhythms Links Inc. Under such Bankruptcy Court order, MCI WORLDCOM Communications Inc. was directed to choose a single interconnection agreement under which to operate in Pennsylvania. The terms of this Agreement include, among other things, line splitting provisions with respect to applicable assets and sites purchased by MCI WORLDCOM Communications Inc. from Rhythms Links Inc. However, the terms of MCI WORLDCOM Communications Inc.'s other existing interconnection agreement do not include line splitting and other needed provisions.

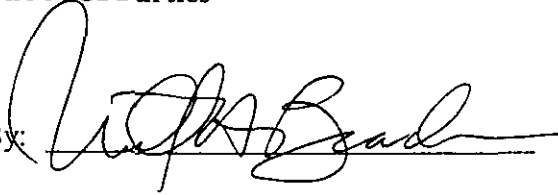
The disposition of this Agreement then became subject to the WorldCom, Inc. petition for chapter 11 bankruptcy filed in 2002. With the disposition of the WorldCom, Inc. bankruptcy, Verizon and MCI WORLDCOM Communications Inc. are now submitting the Agreement for approval by the Commission. Verizon and MCI WORLDCOM Communications Inc. are in the process of amending their interconnection agreement that applies to non-Rhythms assets and sites so that it includes line splitting and other needed provisions. Upon completion and execution of such an amendment, MCI WORLDCOM Communications Inc. intends to operate the Rhythms assets and sites pursuant to the terms of such other interconnection agreement and will, thereby, be in a position to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

The Verizon Parties

By:



By: _____

Printed: Michael A. Beach

Printed:

Title: Vice President

Title:

Date: December 12, 2003

Date:

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

The Verizon Parties

By: _____

By: Jeffrey A. Masoner

Printed:

Printed: JEFFREY A- MASONER

Title:

Title: VICE PRESIDENT- INTERCONNECTION
SERVICES

Date:

Date: 12/12/03

DATE: March 9, 2004

SUBJECT: A-310580F7001

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

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JOINT PETITION OF VERIZON NORTH INC. AND
MCI WORLDCOM COMMUNICATIONS INC. (AS SUCCESSOR TO RHYTHMS
LINKS INC.) FOR APPROVAL OF AN INTERCONNECTION
AGREEMENT UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS
ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on March 20, 2004.
Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate
action.

Attachment

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

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BUREAU

PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA. CODE & BULLETIN

NOTICE TO BE PUBLISHED

Joint Petition of Verizon North Inc. and MCI WorldCom Communications Inc. (as successor to Rhythms Links Inc.) for Approval of an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310580F7001.

Verizon North Inc. and MCI WorldCom Communications Inc. (as successor to Rhythms Links Inc.), by its counsel, filed on January 27, 2004, 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 North Inc. and MCI WorldCom Communications Inc. (as successor to Rhythms Links Inc.) Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

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MAR 09 2004

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

Anthony E. Gay
Assistant General Counsel
Law Department



Verizon Pennsylvania Inc.
1717 Arch Street, 32NW
Philadelphia, PA 19103.

Tel: (215) 963-6023
Fax: (215) 563-2658
Anthony.E.Gay@Verizon.com

April 5, 2004

VIA OVERNIGHT DELIVERY

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

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Joint Petition of Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc.
and MCI WorldCom Communications, Inc. (as successor to Rhythms Links, Inc.)
for Approval of an Interconnection Agreement
Docket No. A-310580F7000**

**Joint Petition of Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc.
and MCI WorldCom Communications, Inc.
for Approval of Amendment No. 1 to an Interconnection Agreement
Docket No. A-310580F7000**

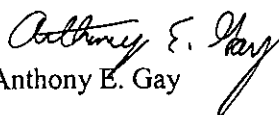
**Joint Petition of Verizon North Inc. f/k/a GTE North, Inc.
and MCI WorldCom Communications, Inc. (as successor to Rhythms Links, Inc.)
for Approval of an Interconnection Agreement
Docket No. A-310580F7001**

Dear Secretary McNulty:

Enclosed please find an original and nine (9) copies of the Reply Comments of Verizon Pennsylvania Inc., in the above-referenced matter.

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

Very truly yours,


Anthony E. Gay

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AEG/slb
Attachments

VIA OVERNIGHT DELIVERY

cc: Attached Certificate of Service

CERTIFICATE OF SERVICE

I, Anthony E. Gay, Esquire, hereby certify that I have this day served the Reply Comments of Verizon Pennsylvania Inc., upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant) and 1.55 (relating to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 5th day of April, 2004.

VIA UPS OVERNIGHT EXPRESS MAIL

Richard E. Thayer
Director, Interconnection Policy
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Matthew Harthun
MCI WorldCom, Inc
1133 19th Street, NW
Washington, DC 20036

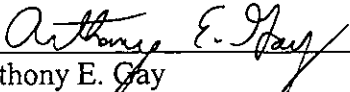
Tamar Finn
Russell Blau
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W.
Suite 300
Washington, DC 20007-5116

Gary Tucker
Regulatory Attorney
Level 3 Copmunications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Anthony E. Gay
VERIZON PENNSYLVANIA INC.
1717 Arch Street, 32NW
Philadelphia, PA 19103
(215) 963-6023

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc. and MCI)
WorldCom Communications, Inc. (as successor)
to Rhythms Links, Inc.) for Approval)
of an Interconnection Agreement Under Section)
252(e) of the Telecommunications Act of 1996)

Docket No. A-310580F7000

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc, and MCI)
WorldCom Communications, Inc. for Approval)
of Amendment No. 1 to an Interconnection)
Agreement Under Section 252(e) of the)
Telecommunications Act of 1996)

Docket No. A-310580F7000

Joint Petition of Verizon North Inc. f/k/a GTE)
North, Inc. and MCI WorldCom)
Communications, Inc. (as successor to Rhythms)
Links, Inc.) for Approval of an Interconnection)
Agreement Under Section 252(e) of the)
Telecommunications Act of 1996)

Docket No. A-310580F7001

REPLY COMMENTS
OF VERIZON PENNSYLVANIA INC. AND VERIZON NORTH INC.

Verizon Pennsylvania Inc. and Verizon North Inc. (collectively "Verizon") hereby submit their Reply Comments to the Comments of Level 3 Communications, LLC ("Level 3") regarding the above-captioned interconnection agreements.

I.
Introduction

No one opposes the Commission's approval of the proposed amendment to Verizon's Interconnection Agreements with MCI WorldCom Communications ("MCI") pursuant to

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Subsection 252(e) of the Telecommunications Act of 1996 (“TA96”), 47 U.S.C. §252(e).¹

Instead, Level 3 raises a single legal issue that is not ripe for the Pennsylvania Public Utility Commission (the “Commission”) to consider now. Level 3 asks the Commission to address prematurely what precedential value the Commission’s approval of the proposed amendment will have in the context of future proceedings. This issue is appropriately addressed, as a matter of law, in such future proceedings. At that time, all parties will have the right to advance arguments about the precedential value of this amendment as such arguments relate to matters at issue then. The Commission, therefore, should approve the proposed amendment without addressing Level 3’s legal issue of future precedent.²

II. **Argument**

A. Level 3 Does Not Oppose the Commission’s Approval of the Proposed Amendment.

It is important that the Commission recognize that Level 3 does not oppose the Commission’s approval of Verizon’s and MCI’s proposed amendment to their Interconnection Agreements.³ Likewise, neither does Verizon nor MCI. Verizon and MCI arrived at the terms of the amendment through an arms-length, voluntary negotiation process, and designed the terms to meet each of their respective needs and interests. Thus, Verizon and MCI jointly propose the

¹ Two of the filings in the instant dockets (*i.e.*, where MCI was acting as successor to Rhythms Links, Inc.) included interconnection agreements and amendments to those agreements. It is worth noting that Level 3’s comments are focused on the amendments and not the underlying interconnection agreements. All of the amendments in these dockets are substantively identical and will be referenced herein as the “proposed amendment.”

² The Commission has already approved an identical amendment to one of Verizon’s interconnection agreements with MCI. Amendment No. 3 to the Verizon - MCI/metro interconnection agreement was approved by the Commission on March 4, 2004 in Docket No. A-310752F7000.

³ Level 3’s Cmts. at p. 3 (“Level (3) [sic] does not suggest that the amendment should be rejected pursuant to [Subsection 252(e)’s] statutory standard.”).

amendment to their Interconnection Agreements for the Commission's approval in these proceedings.

Such voluntary negotiations are encouraged.⁴ Voluntarily negotiated agreements serve the public interest by preserving a free market economy.⁵ Carriers have the flexibility and ability to agree to terms that are mutually beneficial, serve their needs and are tailored to their respective interests.⁶ Thus, TA96 encourages the voluntary negotiation of interconnection agreements by limiting the government's role when voluntary negotiations take place. In particular, Subsection 252(e) limits the grounds upon which state commissions may reject voluntarily negotiated agreements, and Subsection 252(a)(1) exempts voluntary agreements from the requirements otherwise imposed in Section 251, or the Federal Communications Commission's ("FCC's") implementing regulations.⁷ TA96 only provides for government intervention when carriers cannot voluntarily agree.⁸ As a result, significant litigation costs and resources also are avoided when carriers voluntarily negotiate.

Level 3 properly recognizes that voluntarily negotiated agreements, such as Verizon's and MCI's proposed amendment, serve the public interest and satisfy the statutory framework for approval set forth in Subsection 252(e). In fact, Level 3 notes that voluntarily negotiated

⁴ Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, *First Report and Order*, 11 F.C.C.R. 15499, 16,245, 4 Comm. Reg. (P & F) 1 (1996) ("*Local Competition Order*"); see also, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, 18 F.C.C.R. 16,978, 18 F.C.C.R. 19,020, 30 Comm. Reg. (P & F) 1 (2003).

⁵ See, *Local Competition Order*, at 16,249-50 (Separate Statement of Commissioner Rachelle B. Chong).

⁶ *Id.*, at 16,131, 16,178, 16,245 (the FCC recognizing the need for flexibility in order for parties to agree to resolutions tailored to their own interests).

⁷ *Id.*, at 16,245.

⁸ See 47 U.S.C. §252 (b)(1) (providing that carriers may petition a State commission to arbitrate any open issues). See also, *id.*, at 16,249-50 (Commissioner Chong making this observation).

agreements are in the form of private settlements, which are encouraged at law in general and, thus, are consistent with the public interest.⁹ Level 3, therefore, appropriately makes clear that it does not oppose the Commission's approval of Verizon's and MCI's proposed amendment.¹⁰

The appropriateness of the Commission's approval of Verizon's and MCI's proposed amendment is, therefore, not at issue. Verizon, MCI, and Level 3 either recommend or do not oppose the Commission's approval. It is without question that the Commission should approve the proposed amendment pursuant to Subsection 252(e)(2) of TA96.

B. The Commission Should Decline to Address Level 3's Premature Issue of Precedent.

While Level 3 does not contest Commission approval of the proposed amendment, it does ask the Commission to address what precedential value approval will have in future proceedings.¹¹ It would be inappropriate for the Commission to address Level 3's legal issue of future precedent within the context of the current proceedings.

Before an issue may legally be considered, a real and existing controversy must exist.¹² A real and existing controversy does not exist when the issue raised is abstract and hypothetical, and any ruling on it would have no practical effect within the context of the pending case. Sufficient facts must exist to permit an intelligent and useful decision to be made with respect to

⁹ Level 3 Cmts., pp. 3 & 6 n.9 (citing, *Bank of America Nat. Trust and Sav. Ass'n v. U.S.*, 23 F.3d 380, 383 (Fed. Cir. 1994)).

¹⁰ *Id.*, p. 3.

¹¹ Level 3 Cmts., pp. 3, 6 & 7.

¹² *Brown v. Liquor Control Bd.*, 673 A.2d 21, 23 (Pa. Commw. 1996) ("When the matter does not present a case or controversy, the courts have consistently held that they were without jurisdiction to hear the matter.").

the raised issue. A court will not make a decision with respect to an issue merely to establish precedent or render a judgment to guide potential future litigation.¹³

A real and existing controversy does not exist with respect to Level 3's concern in the current proceedings. No party suggests that the proposed amendment will be binding on Level 3, who is not a party to the amendment. The Commission's approval will serve to effectuate the amendment as between Verizon and MCI alone. Thus, it is apparent that any ruling on the question of law Level 3 raises (*i.e.*, what precedential value the Commission's approval should have in future cases) cannot affect the results as to the parties and the issues in the current proceedings.

Furthermore, any ruling with respect to what precedential value the Commission's approval will have in future proceedings clearly would be speculative. Obviously, such future cases do not yet exist. It is not, therefore, presently known whether any future proceeding will ever arise where any party will argue that the Commission's approval of the proposed amendment in these proceedings should have some precedential value. Moreover, to the extent that such future proceedings may later exist, the exact nature of the issues that will arise in the context of such proceedings cannot now be known. It would be legally improper for the Commission to resolve the issues raised by Level 3 out of the context of such future proceedings and in the abstract, merely for the sake of establishing precedent (or, as Level 3 requests, the lack thereof) for future proceedings.

Finally, it would be a waste of the Commission's resources to consider the precedent issue in advance of knowing whether any future proceedings will arise in which this issue will be

¹³ *Van Doren v. Mazurkiewicz*, 695 A.2d 967, 971 (Pa. Commw. 1997) (“[J]udicial machinery should be conserved for problems which are real and present or imminent, not squandered on problems which are abstract or hypothetical or remote. Thus, in order to have standing, a party seeking relief must establish an interest which must be a direct, substantial and present interest, as contrasted with a remote or speculative interest.”) (citations and internal quotation marks omitted).

raised. Resources should be spent addressing the precedential value of the Commission's approval only in the context of such future proceedings, when the exact nature of the proceedings and issues are known.

Accordingly, the Commission should not attempt to prejudge what precedential value, if any, its approval of the proposed amendment will have in future proceedings with respect to unknown issues. The Commission should approve the proposed amendment without addressing Level 3's legal issue of future precedent.

C. Level 3's Assertions that the Amendment is Inconsistent with TA96 are Incorrect.

While it is not necessary and, indeed, would be inappropriate for the Commission to consider what precedential value its approval will have in future proceedings, it is important to note that Level 3's supposed rationales for assigning the Commission's approval no value in future proceedings are entirely inaccurate. Level 3 alleges that the amendment's "blended" rate for compensation is inconsistent with the FCC's rules regarding compensation for Internet-bound traffic, and that the amendment's inclusion of Voice Over Internet Protocol ("VOIP") as a Telecommunications Service is inconsistent with the definition of Telecommunications Services contained in TA96.¹⁴ Level 3 is wrong on both counts.

First, the amendment's blended rate approach expressly relies on the FCC's interim rate structure for Internet traffic adopted in its *Order on Remand*.¹⁵ (See, Amendment, pp. 1-4, 11, Ex. B). As such, the amendment is perfectly consistent with the framework set forth by the FCC regarding compensation for Internet bound traffic. The blending essentially permits Verizon and

¹⁴ Level 3 Cmts., pp. 4-6.

¹⁵ Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, *Order on Remand and Report and Order*, 2001 WL 455869, 16 FCC Rcd. 9151 (2001) ("*Order on Remand*"), remanded further by *WorldCom, Inc. v. FCC*, 288 F.3d 429 (DC Cir. 2002) (declining to vacate interim rate structure on remand), cert. denied by *Core Communications, Inc. v. FCC*, 123 S.Ct. 1927, 155 L.Ed.2d 848 (2003).

MCI to reach agreement on the timing for implementation of the FCC's rate structure set forth in its *Order on Remand* in each of the states in which they operate. The implementation of the FCC's new rate structure has been the major issue in dispute between Verizon and MCI, and through the amendment they have been able to reach agreement on the issue.

Even if blended rates were not consistent with the FCC's rules, which they are, Verizon and MCI are perfectly free to negotiate terms to govern compensation for Internet bound traffic that differ from any rules the FCC may implement. Level 3 acknowledges that this is true.¹⁶ Thus, Verizon's and MCI's agreement to the blended rates would still be consistent with TA96's legal framework and Congressional intent.

Second, Level 3's assertion that VOIP is not a Telecommunications Service as defined by TA96 is pure speculation.¹⁷ The FCC has initiated a rulemaking to investigate the issue of the regulatory status of VOIP traffic and has not come to any conclusive determinations with respect to the types of VOIP traffic that MCI is offering.¹⁸ Thus, Level 3's statements that presume certainty as to the regulatory status of VOIP traffic constitute nothing more than guesses as to the eventual outcome of the FCC's rulemaking.

In fact, contrary to Level 3's claims, it is likely that VOIP is a Telecommunications Service within the meaning of TA96. The proposed amendments provide, however, that should the FCC or Congress subsequently hold otherwise, Verizon and MCI will adhere to such decision. The proposed amendments specifically provide as follows:

¹⁶ Level 3 Cmts., p. 3.

¹⁷ Level 3 Cmts., pp. 5-6.

¹⁸ Notice of Proposed Rulemaking, Docket No. WC 04-36, FCC 04-28 (adopted Feb. 12, 2004) (not yet released). To the best of Verizon's knowledge, MCI is not presently offering a free PC-to-PC VOIP service comparable to that of Pulver.com, which the FCC recently concluded was an information service. See, In the Matter of Petition for Declaratory Ruling that Pulver.com's Free World Dialup is Neither Telecommunications Nor a Telecommunications Service, *Memorandum Opinion and Order*, 2004 WL 315259, WC Docket No. 03-45, FCC 04-27 (rel. Feb. 19, 2004).

Notwithstanding anything in this Section 2 [addressing VOIP Traffic], if, after the Effective Date, the FCC or Congress promulgates an effective and unstayed law, rule or regulation, or a court of competent jurisdiction issues an effective and unstayed nationally-effective order, decision, ruling, or the like regarding VOIP Traffic, the Parties will adhere to the relevant portions (i.e., those relating to the regulatory classification of or, compensation for, VOIP Traffic generally or any category of VOIP Traffic) of such legally effective and unstayed rule, regulation, order, decision, ruling or the like as soon as it becomes legally effective.¹⁹

Accordingly, the proposed amendments currently are consistent with the regulatory status of VOIP traffic.

Once again, however, it is not necessary for the Commission to consider whether Level 3's arguments regarding the amendment's blended rates and VOIP are accurate. Level 3 does not comment on these matters for purposes of opposing the Commission's approval of the proposed amendment. Level 3, rather, only does so in a premature effort to have the Commission declare what precedential value approval will have in the context of unknown, future proceedings. The Commission should reserve judgment until such future proceedings arise.

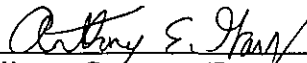
¹⁹ Amendment, p. 7.

III.

Conclusion

WHEREFORE, Verizon respectfully requests that the Commission approve the proposed amendment pursuant to Subsections 252(e) of TA96, decline to address the precedential value that its order in these proceedings will have with respect to any future issues that may arise in future proceedings, and grant any and all other appropriate relief.

Respectfully submitted,



Julia A. Conover, Esquire
Anthony E. Gay, Esquire
1717 Arch Street, 302 NW
Philadelphia, PA 19103
Telephone: 215-963-6023
Facsimile: 215-563-2658

Dated: April 5, 2004

Counsel for Verizon Pennsylvania Inc.



April 6 2004

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APR - 6 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Via Overnight Delivery

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

Re: Amendments to Interconnection Agreements between
Verizon Pennsylvania, Inc., Verizon North, Inc. and MCI WorldCom
Communications, Inc., Docket Nos. A-310580F7000 and F7001

Dear Secretary McNulty:

Please find enclosed an original and three (3) copies of the Reply Comments of MCI to the Comments of Level 3 Communications, LLC regarding the above-docketed interconnection agreements.

Please contact me if you have any questions or concerns with this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Michelle Painter".
Michelle Painter

Enclosure

DOCUMENT
FOLDED

SERVICE LIST

I hereby certify that I have this day caused a true copy of MCI's Reply Comments to be served upon the below parties in accordance with the requirements of 52 Pa. Code Sections 1.52 and 1.54 in the manner and upon the parties listed below.

Dated in Ashburn, VA on April 6, 2004

VIA OVERNIGHT DELIVERY

Julia Conover
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1717 Arch Street, 32N
Philadelphia, PA 19103
Phone - 215-963-6001

Gary Tucker
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Kandace F. Melillo
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400 North Street
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Angela Jones
Office of Small Business Advocate
Suite 1102, Commerce Building
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Phone - 717-783-2525

Phil McClelland
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101
Phone - 717-783-5048


Michelle Painter

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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APR - 6 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc. and MCI)
WorldCom Communications, Inc. (as successor)
to Rhythms Links, Inc.) for Approval)
of an Interconnection Agreement Under Section)
252(e) of the Telecommunications Act of 1996)

Docket No. A-310580F7000

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc. and MCI)
WorldCom Communications, Inc. for Approval)
of Amendment No. 1 to an Interconnection)
Agreement Under Section 252(e) of the)
Telecommunications Act of 1996)

Docket No. A-310580F7000

Joint Petition of Verizon North Inc. f/k/a GTE)
North, Inc. and MCI WorldCom)
Communications, Inc. (as successor to Rhythms)
Links, Inc.) for Approval of an Interconnection)
Agreement Under Section 252(e) of the)
Telecommunications Act of 1996)

Docket No. A-310580F7001

DOCUMENT
FOLDER

MCI'S RESPONSE
TO COMMENTS OF LEVEL 3 COMMUNICATIONS

MCI WorldCom Communications, Inc. and MCI WorldCom Communications, Inc. (as successor to Rhythms Links, Inc.), (collectively referred to as "MCI") respond to the comments filed by Level 3 Communications, LLC ("Level 3") in the above-captioned matters. For the reasons set out below, MCI respectfully requests that the Pennsylvania Public Utility Commission ("Commission") approve the proposed amendment to the

Interconnection Agreements pursuant to Subsection 252(e) of the Federal Telecommunications Act of 1996 ("FTA 96"), decline to address the precedential value that its order in these proceedings will have with respect to any future issues that may arise in future proceedings, and grant any and all other appropriate relief.

I. NO PARTY HAS OBJECTED TO APPROVAL OF THE AMENDMENT

No party that has filed comments opposes the Commission's approval of the proposed amendment to Verizon's Interconnection Agreements with MCI. Level 3's repeated statements that the amendment is "inconsistent with" federal law or "not necessarily in compliance with Section 251" or "clearly diverge[s] from . . . 251" are simply irrelevant for the purposes of reviewing this voluntary agreement. Federal law permits carriers to negotiate "without regard" to the 251 standards. Carriers thus are free to enter voluntary, negotiated agreements.

The two-pronged standard for approving negotiated agreements under the FTA only permits the Commission to reject this amendment if it (i) discriminates against other carriers, or (ii) is not consistent with the public interest. No party has pointed to one example of where the amendment violates either prong.¹

Far from being inconsistent with the public interest, the amendment is in the public interest because, as Level 3 points out, resolution of disputes through voluntarily-reached arrangements is in the public interest. And, the agreement does not discriminate against

¹ While Level 3 states that it is not asking the Commission to reject approval of the Verizon/MCI amendment, it is quite possible to infer that Level 3 is suggesting that the amendment violates the public interest. However, Level 3 supplies no credible basis for such a conclusion.

other carriers, if for no other reason, because under Section 252(i) other CLECs can avail themselves of the same deal.

As the Commission is aware, Section 252(i) serves as a safety mechanism to protect against "sweet-heart deals." No one is suggesting that parties cannot exercise 252(i) rights with respect to the amendment for which Verizon and MCI seek approval.

Moreover, the Commission is not being asked to find that the agreement is "not necessarily" in compliance with federal statutory requirements. In fact, as a matter of law, the Commission can (and must under 251(a)(1)) approve an agreement that imposes terms not *required* by section 251, so long as the agreement in question does not violate the public interest. And again, there is simply no basis to conclude that approval of the amendment violates the public interest.

The standard for approving voluntary interconnection agreements or amendments thereto, does *not* require compliance with the Act or the FCC's rules. Section 252(a) permits carriers to reach arrangements voluntarily notwithstanding the requirements of Sections 251(b) & 251(c), so long as the agreement reached is not inconsistent with the public interest.

For the foregoing reasons, MCI respectfully urges the Commission to approve the amendments to the interconnection agreements between MCI and Verizon.

II. RECIPROCAL COMPENSATION FOR ISP-BOUND TRAFFIC

MCI also provides the following input regarding comments filed by parties in this proceeding with respect to the payment of reciprocal compensation.

Regarding the FCC's rules on reciprocal compensation, nothing in the FCC order purports to prevent carriers from agreeing voluntarily to a reciprocal compensation rate. In

fact, the FCC itself says that federal law does not *require* reciprocal compensation for ISP-bound traffic as a prospective rule. However, via a negotiated, voluntary agreement between MCI and Verizon, Verizon is willing to pay compensation for this traffic. MCI believes there are a multitude of issues still open with respect to the treatment of reciprocal compensation. However, nothing in the FCC's order precludes Verizon from agreeing to pay reciprocal compensation for ISP-bound traffic.

III. CLASSIFICATION OF VOIP TRAFFIC

MCI also provides the following comments regarding the proper classification of VOIP traffic. With respect to the issue of charges applicable to VOIP traffic, first, the amendment as Verizon noted, is expressly tied to future federal pronouncements. MCI disagrees with Verizon in its assertion that it is likely that VOIP will be found to be, or that it has been found to be, a "telecommunications service" under the Act. However, whether it is, or is not, is irrelevant for purposes of approving this agreement. With respect to the rights and obligations of MCI and/or Verizon, several portions of the amendment may stop short of, while others go beyond, the current requirements of the Act and FCC and state Commission rules. The Commission, however, does not have to determine the level of consistency between the negotiated amendment and Federal/state law. In fact, engaging in that determination is irrelevant and outside the statutorily set standard of review. More importantly, however, under the agreement, as Verizon noted, the parties are bound by future federal determinations "relating to the regulatory classification of or, compensation for, VOIP Traffic generally or any category of VOIP Traffic." The proposed amendment specifically provides as follows:

Notwithstanding anything in this Section 2 [addressing VOIP Traffic], if, after the Effective Date, the FCC or Congress promulgates an effective and unstayed law, rule or regulation, or a court of competent jurisdiction issues an effective and unstayed nationally-effective order, decision, ruling, or the like regarding VOIP Traffic, the Parties will adhere to the relevant portions (i.e., those relating to the regulatory classification of or, compensation for, VOIP Traffic generally or any category of VOIP Traffic) of such legally effective and unstayed rule, regulation, order, decision, ruling or the like as soon as it becomes legally effective. (Amendment, p. 7).

IV. THE ISSUE OF THE PRECEDENTIAL VALUE OF APPROVAL OF THE AMENDMENT IS IRRELEVANT.

MCI submits that a *negotiated* (i.e., under Section 251(a)(1)) and approved agreement does not have "precedential" value in future arbitrations. The only value of such an agreement is that another CLEC may avail itself of the arrangements contained in such an agreement. Again, no one is disputing that Section 252(i) rights attach here.

V. CONCLUSION

The two-pronged standard for approving negotiated Interconnection Agreements under the Act only permits the Commission to reject this amendment if it (i) discriminates against other carriers, or (ii) is not consistent with the public interest. The amendment does not violate either of these two prongs. It does not discriminate against other carriers. Far from being inconsistent with the public interest, the amendment is in the public interest because, as Level 3 points out, resolution of disputes through voluntarily-reached arrangements is in the public interest. No party has pointed to one example of where the amendment violates either prong.

For the foregoing reasons, MCI respectfully requests that the Commission approve the proposed amendment for each Agreement pursuant to Subsection 252(e) of FTA 96, decline to address the precedential value that its order in these proceedings will have with respect to any future issues that may arise in future proceedings, and grant any and all other appropriate relief.

Respectfully submitted,



Michelle Painter, Esq.

MCI

22001 Loudoun County Parkway

E2-3-507

Ashburn, VA 20147

(703) 886-5973

Email: Michelle.Painter@mci.com

Dated: April 6 2004

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ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

2004 MAR 30 11:12 AM

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc. and MCI)
WorldCom Communications, Inc. (as successor to)
Rhythms Link, Inc.) for Approval of Amendment)
No. 1 to an Interconnection Agreement Under)
Section 252(e) of the Telecommunications Act)
of 1996)

SECRETARY'S BUREAU

Docket No. A-310580F7000

DOCUMENT

Joint Petition of Verizon Pennsylvania Inc. f/k/a)
Bell Atlantic-Pennsylvania, Inc. and MCI)
WorldCom Communications, Inc. for Approval)
of Amendment No. 1 to an Interconnection)
Agreement Under Section 252(e) of the)
Telecommunications Act of 1996)

Docket No. A-310580F7000

DOCKETED

APR 14 2004

Joint Petition of Verizon North Inc. f/k/a GTE)
North, Inc. and MCI WorldCom Communications,)
Inc. (as successor to Rhythms Link, Inc. for)
Approval of Amendment No. 1 to an)
Interconnection Agreement Under Section 252(e))
of the Telecommunications Act of 1996)

Docket No. A-310580F7001

COMMENTS OF LEVEL 3 COMMUNICATIONS, LLC

Level 3 Communications, LLC ("Level(3)") respectfully submits the following comments in response to the Joint Petitions of Verizon Pennsylvania, Inc., f/k/a Bell Atlantic-Pennsylvania, Inc. and Verizon North, Inc. f/k/a GTE North Incorporated (collectively "Verizon") for the approval of an amendment to an interconnection agreement ("Joint Petitions") with respectively, MCI WorldCom Communications, Inc. as successor to Rhythms Links, Inc. ("Rhythms") and MCI WorldCom Communications ("WorldCom") (collectively "MCI").¹ The Joint Petitions were filed with the Pennsylvania Public Utility Commission ("Commission") on January 27, 2004 and published in the Pennsylvania Bulletin on March 20, 2004.

¹ The three Joint Petitions between Verizon and respectively, Rhythms and WorldCom are substantively identical.

8

1. Introduction and Statement of Interest

The issue before the Commission is whether to approve or reject the proposed amendment to the Interconnection Agreement submitted by Verizon and MCI, under the standards of 47 USC § 252(e)(1) and (2). Unlike most interconnection agreements submitted to this Commission for approval, the instant amendment is not a stand-alone document, but is only part of a broader settlement of disputes between the respective parent companies of MCI and Verizon, in the context of the MCI bankruptcy reorganization.

On or about December 19, 2003, MCI asked the Bankruptcy Court overseeing its reorganization to approve a comprehensive settlement of intercarrier compensation disputes between itself and Verizon.² According to that filing, MCI and Verizon settled a series of long-standing reciprocal compensation disputes covering at least twelve different jurisdictions. Among the elements of the settlement, Verizon agreed to make a cash payment to MCI of \$169 million; both parties dismissed all outstanding litigation relating to reciprocal compensation issues; and both parties agreed to file interconnection agreement amendments (including the one pending before this Commission) implementing “a three-year rate regime between MCI and Verizon for local traffic, including VNXX, UNE-P, and ISP-bound traffic[.]”³ The Bankruptcy Court approved the settlement agreement on December 29, 2003, and the parties subsequently filed the agreed-upon amendments with this Commission and the regulatory agencies in each of the other jurisdictions identified in Exhibit A to the amendment.

² *In re WorldCom, Inc.*, Chapter 11 Case No. 02-13533(AJG), Motion for Entry of an Order Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure Seeking Approval of a Settlement Agreement with Verizon Communications, Inc. (Bankr.S.D.N.Y. filed Dec. 19, 2003).

³ *Id.* at 5.

Since the amendment was negotiated voluntarily by the two applicants, the applicable standard is set forth in § 252(e)(2)(A), which provides that a State commission

may only reject—

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) of this section 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[.]

For the reasons discussed in the following sections, Level(3) does not suggest that the amendment should be rejected pursuant to this statutory standard. Because the amendment represents a private settlement of disputed issues between two parties, it may be consistent with the public interest even though, as will be shown, its terms are quite different from those that would be appropriate in an arbitrated agreement implementing the requirements of Federal law. If, however, the Commission finds that the amendment can be approved, it nonetheless should make clear that its approval is limited to the unique circumstances relating to the negotiated settlement between Verizon and MCI, and does not create a precedent for any other carriers.

Level(3) is a competitive telecommunications carrier, authorized by this Commission to provide local exchange and interexchange communications services within Pennsylvania, and is a party to its own Interconnection Agreement with Verizon. Level(3) therefore has an interest in assuring that the terms of Verizon's agreements with other carriers are not discriminatory, and are in compliance with applicable legal requirements, including the public interest standard of § 252(e)(2)(A)(ii).

2. **Certain Terms of the Proposed Amendment are Inconsistent with Requirements of Federal Law**

The proposed amendment would significantly change the arrangements for inter-carrier compensation between Verizon and MCI. As Level(3) will show, several of the amended terms would be inconsistent with the regulations adopted by the FCC to implement 47 USC § 251(b)(5) and other statutory provisions relevant to the amendment. Level(3) recognizes that 47 USC § 252(a)(1) specifically permits carriers to negotiate voluntary interconnection agreements “without regard to the standards set forth in subsections (b) and (c) of section 251.” Thus, the fact that the amendment is inconsistent with § 251 standards is not *per se* grounds for rejecting it. Nonetheless, the Commission must reject the amendment if it is not “consistent with the public interest, convenience, and necessity,” § 252(e)(2)(A)(ii), and therefore may consider whether the adoption of non-conforming compensation terms violates that standard.

First, the amendment is inconsistent with the FCC’s rules governing compensation for delivery of dial-up Internet traffic, by providing for a “blended” rate of compensation that may allow MCI to collect a higher rate of compensation than other carriers for that traffic. The actual computation of the blended rate relies upon data (not available to the Commission or any third party) about the traffic exchanged between MCI and Verizon on a nationwide basis in December, 2003, so that the actual blended rate is unknown, but it may be as high as \$.00165 per minute until June 14, 2004, and as high as \$.00120 during the following year. (Amendment at 2 and Exhibit B.) This blended rate will apply to both local voice traffic and dial-up Internet traffic, among other things. Under the FCC’s rules, however, the compensation rate for dial-up Internet traffic has been capped at \$.0007 per minute since June 2003.⁴ The amendment therefore

⁴ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (“ISP Order on Remand”), *remanded*, *WorldCom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) (“WorldCom”).

potentially permits MCI to collect a higher rate of compensation on dial-up Internet traffic than is available to other carriers under the FCC rules.⁵

Second, the amendment provides that all Voice Over Internet Protocol (“VOIP”) traffic will be defined as “Telecommunications Services” for purposes of the amendment, and treated as telecommunications traffic for inter-carrier compensation (including access charge) purposes.

(Amendment at 6-7, 12.) It specifically calls for the billing of access charges on VOIP traffic that originates or terminates outside the applicable Verizon local calling area. (*Id.* at 7.)

Although the FCC admittedly has left the regulatory status of VOIP traffic quite unclear, it has stated expressly that at least some forms of VOIP do not appear to be telecommunications services.⁶ The definition of this traffic as “telecommunications” for purposes of the amendment

therefore contradicts another provision of the amendment stating that “Telecommunications Services” has the same meaning in the amendment as in the Telecom Act. (Amendment at 10.)

This contradiction renders the amendment ambiguous, and potentially unenforceable. Further, if an entity that transmits VOIP is not providing telecommunications service, then it is not a

“carrier” and is not subject to the payment of access charges under the FCC’s interpretation of its access charge rules, *even if* the VOIP traffic has an interstate origin or destination.⁷ The

⁵ When the FCC adopted its rate cap on dial-up Internet traffic, it specifically held that this traffic was outside the scope of § 251(b)(5), and therefore that compensation for this traffic could *not* be the subject of interconnection agreements, negotiated or otherwise. *ISP Order on Remand*, para. 82. On appeal, however, the U.S. Court of Appeals for the District of Columbia Circuit specifically repudiated the FCC’s legal theory excluding dial-up Internet traffic from the scope of § 251(b)(5), but left the compensation rules in place during remand proceedings. *WorldCom*. It is therefore unclear, in light of the remand, whether parties even have the legal right to negotiate agreements that deviate from the rate levels prescribed by the FCC.

⁶ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report to Congress, FCC 98-67, at 44-45 (rel. April 10, 1998).

⁷ *MTS and WATS Market Structure*, 97 FCC 2d 682, 711-22 (1983), *aff’d in principal part and remanded in part*, *National Ass’n of Regulatory Util. Comm’rs v. FCC*, 737 F.2d 1095 (D.C. Cir. 1984);

amendment, therefore, would appear to allow Verizon or MCI to collect switched access charges on some traffic that is not subject to those charges under FCC rules.

Further, the issue of classification of VOIP services and the application of access charges is currently pending before the FCC.⁸ Even if the Commission finds it appropriate for MCI and Verizon to agree on how VOIP traffic will be treated *as between these two parties* in advance of an FCC ruling, the Commission should declare expressly that this private agreement will not serve as a precedent to bind any other party.

3. Other Factors Affecting Approval or Rejection of the Amendment

As noted above, the mere fact that the amendment is inconsistent with provisions of the federal Telecommunications Act is not *per se* grounds for rejection. The Commission may reject the amendment only if it discriminates against third parties, or if it is contrary to the public interest.

Because Level(3) is not privy to all the facts and circumstances surrounding the amendment, it is not in a position to suggest that approval would be consistent with the public interest. As a general matter, settlement of lawsuits is in the public interest, because it conserves both judicial and private resources.⁹ The Commission must determine whether the benefits arising from settlement of the litigation between Verizon and MCI outweigh any potential harms resulting from the parties' deviation from the requirements of federal law in their agreement.

Amendments of Part 69 of the Commission's Rules Relating to Enhanced Service Providers, CC Docket 87-215, 3 FCC Rcd. 2631, 2633 (1988); *Access Charge Reform*, First Report and Order, 12 FCC Rcd. 15982, at paras. 342-344 (1997), *aff'd*, *Southwestern Bell Tel. Co. v. FCC*, 153 F.3d 523 (8th Cir. 1998).

⁸ *Pleading Cycle Established For Petition Of Level 3 For Forbearance From Assessment Of Access Charges On Voice-Embedded IP Communications*, WC Docket No. 03-266, Public Notice, DA 04-1 (Wireline Comp. Bur. released Jan. 2, 2004).


⁹ *See, e.g., Bank of America Nat. Trust and Sav. Ass'n v. U.S.*, 23 F.3d 380, 383 (Fed. Cir. 1994).

What is clear, though, is that the amended agreement between Verizon and MCI arises out of circumstances unique to those parties, and cannot be a model for interconnection arrangements for any other carrier. If the Commission does approve the amendment, it should make clear that its approval is limited to those unique circumstances, and is not a precedent for any future interconnection arbitration that it may conduct. As a general matter, Commission approval of a negotiated interconnection agreement is not a finding that the terms of the agreement comply with federal law (since, as noted above, the Telecom Act specifically permits parties to deviate from Section 251 requirements in negotiated agreements). In this particular case, that is even more strongly true, because the instant amendment is so closely tied to the settlement of litigation in this and other jurisdictions, and because the amendment's terms so clearly diverge from the provisions of Section 251.

4. Conclusion

For the foregoing reasons, if the Commission finds it appropriate to approve the amendment submitted by Verizon and MCI, it should expressly state that the terms negotiated by these two parties are not necessarily in compliance with Section 251 and cannot serve as a precedent for any future arbitration conducted under that provision of federal law.

Respectfully submitted,


Gary Tucker
Regulatory Attorney
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

March 25, 2004

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



April 23, 2004

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VIA UPS OVERNIGHT

DOCKETED

MAY 11 2004

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

RECEIVED

APR 23 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon North Inc. and
MCI WorldCom Communications, Inc. (as successor to Rhythm Links, Inc.)
for Approval of an Interconnection Agreement and Amendment No. 1
Docket No. A-310580F7001

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on April 19, 2004, the parties in the above-referenced matter were directed to file a true and correct copy of the Agreement and Amendment that they had filed.

Please be advised that the true and correct copy of the Agreement is Agreement that the parties filed on January 27, 2004, and the true and correct copy of the Amendment is the Amendment that was also filed on January 27, 2004. Both the Agreement and the Amendment in question were the subject of the Commission's Order dated April 19, 2004.

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

Very truly yours,

Daniel E. Monagle

DEM/keo

**DOCUMENT
FOLDER**

MEMO

PUBLIC UTILITY COMMISSION

April 28, 2004

To: James McNulty, Secretary

From: Cheryl Walker Davis, Director
Office of Special Assistants

Subject: Closed Interconnection Agreement Assignments

DOCUMENT

CWD

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

- | | | |
|---------------|----------------|---------------|
| A-310401F7000 | A-310630F7001 | A-310580F7000 |
| A-310580F7001 | A-3111262F7000 | A-311262F7000 |

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

DOCKETED
MAY 20 2004

SECRETARY'S BUREAU

2004 APR 28 PM 1:15

RECEIVED

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 22, 2005

VIA UPS EXPRESS MAIL

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

RE: Joint Filing of
Verizon North Inc.
MCI WorldCom Communications, Inc.
(as Successor to Rhythms Links, Inc.)
of an Interconnection Agreement,
Dkt. No. A-310580 F7001


REC'D
BTB
APR 22 2005
PA PUBLIC UTILITY
COMMISSION

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon North Inc. and MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.), which Agreement was filed with the Commission on January 27, 2004, and which subsequently was approved by the Commission by Order approved on April 19, 2004. This Amendment should be attached to and be made part of the original approved Agreement. Although the Amendment is effective as of March 11, 2005, the Amendment was signed by the parties on March 23, 2005. 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 MCI WorldCom Communications, Inc. (Successor to Rhythms Links, Inc.)

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

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Matthew Harthun, Esquire, MCI
Michelle Painter, Esquire, MCI
Attached Service List

DOCUMENT
FOLDER

74

DOCUMENT
FOLDER

AMENDMENT

A-30580 F7001

To

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of March 11, 2005 (the "Effective Date"), amends each of the Interconnection Agreements listed in Exhibit A hereto (the "Interconnection Agreements"), and is made by and between each of the Verizon incumbent local exchange carriers (individually and collectively "Verizon" or the "Verizon Parties") and each of the MCI competitive local exchange carriers ("CLECs") that is a party to an Interconnection Agreement with Verizon (individually and collectively "MCI" or the "MCI Parties"), all as shown in Exhibit A. Verizon and MCI are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Parties have agreed to amend the Interconnection Agreements to increase the charges applicable to MCI's DS0 UNE-P lines in service with Verizon as of March 10, 2005 ("Embedded Base"); and

WHEREAS, the Parties wish to amend all of the Interconnection Agreements to effectuate the foregoing, and for the ease of administration, have elected to do so through this single Amendment.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rates Applicable To Embedded Base.

The monthly recurring charge that MCI shall pay Verizon for the DS0 (or POTs) switch port for each Embedded Base line shall be increased by: (a) \$2.75 between March 11, 2005 and May 31, 2005 and (b) \$1.00 between June 1, 2005 and March 10, 2006.

2. Successor Terms.

Each Party agrees that, if they establish new or replacement interconnection agreements superceding those set forth in Exhibit A to this Amendment that are effective between March 11, 2005 and March 10, 2006 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act), they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

3. Conflicts.

DOCKETED

MAY 26 2005

This Amendment shall amend the terms and provisions of the Interconnection Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreements, this Amendment shall govern.

4. **Counterparts.**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. **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.

6. **Captions.**

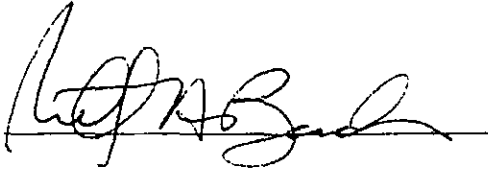
The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

7. **Termination.**

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

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

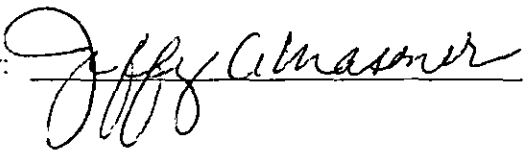
By: 

Printed: Michael A. Beach

Title: Vice President – Carrier Management

Date: March 23, 2005

The Verizon Parties

By: 

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Svcs.

Date: March 23, 2005

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
CA	Brooks Fiber Communications of Bakersfield Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	Brooks Fiber Communications of Fresno Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	Brooks Fiber Communications of Sacramento Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	Brooks Fiber Communications of San Jose Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	Brooks Fiber Communications of Stockton Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	Intermedia Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	MCI WORLDCOM Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CA	MCImetro Access Transmission Services LLC	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #4
CT	MCImetro Access Transmission Services LLC	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York	4/20/98	Amendment #3
CT	MCImetro Access Transmission Services LLC (as successor to Rhythms Links Inc.)	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York	11/8/01	Amendment #2
DC	Intermedia Communications Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	2/19/97	Amendment #3
DC	MCI WORLDCOM Communications Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	9/28/99	Amendment #2
DC	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	11/28/01	Amendment #2
DC	MCImetro Access Transmission Services LLC	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	9/12/97	Amendment #3
DE	MCI WorldCom Communications Inc.	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	7/16/96	Amendment #4
DE	MCImetro Access Transmission Services LLC	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	9/12/02	Amendment #3
FL	Intermedia Communications Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #2
FL	MCImetro Access Transmission Services LLC	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #2
FL	Metropolitan Fiber Systems of Florida Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #2
FL	MCI WORLDCOM Communications. Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #2

HI	MCImetro Access Transmission Services LLC	Verizon Hawaii Inc., f/k/a GTE Hawaiian Telephone Company Incorporated	6/25/03	Amendment #2
ID	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	6/25/03	Amendment #3
ID	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	6/25/03	Amendment #3
IL	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/25/03	Amendment #2
IL	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/25/03	Amendment #2
IN	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #2
IN	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #2
IN	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #2
MA	Brooks Fiber Communications of Massachusetts Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	5/26/00	Amendment #2
MA	Intermedia Communications Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	12/9/96	Amendment #2
MA	MCI Worldcom Communications Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	6/25/99	Amendment #2
MA	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	11/29/01	Amendment #2
MA	MCImetro Access Transmission Services LLC	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	10/30/98	Amendment #3
MD	Intermedia Communications Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	2/19/97	Amendment #3
MD	MCI WORLDCOM Communications Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	4/25/00	Amendment #2
MD	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	11/28/01	Amendment #2

MD	MCImetro Access Transmission Services LLC	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	4/24/00	Amendment #2
ME	MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	7/17/97	Amendment #3
MI	Brooks Fiber Communications of Michigan Inc.	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #2
MI	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #2
MI	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #2
NC	Intermedia Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	9/15/97	Amendment #2
NC	MCI WORLDCOM Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	7/16/03	Amendment #3
NH	MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C.	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	7/17/97	Amendment #3
NJ	Intermedia Communications Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	2/19/97	Amendment #3
NJ	MCI WORLDCOM Communications Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	9/28/99	Amendment #2
NJ	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	11/28/01	Amendment #2
NJ	MCImetro Access Transmission Services LLC	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	6/26/97	Amendment #3
NV	Brooks Fiber Communications of Nevada Inc.	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #2
NV	Intermedia Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #2
NV	MCImetro Access Transmission Services LLC	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #2
NY	Brooks Fiber Communications of New York Inc.	Verizon New York Inc., f/k/a New York Telephone Company	9/21/99	Amendment #3
NY	Intermedia Communications Inc.	Verizon New York Inc., f/k/a New York Telephone Company	11/8/96	Amendment #4
NY	MCI WORLDCOM Communications Inc.	Verizon New York Inc., f/k/a New York Telephone Company	6/24/99	Amendment #3
NY	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New York Inc., f/k/a New York Telephone Company	11/19/01	Amendment #2
NY	MCImetro Access Transmission Services LLC	Verizon New York Inc., f/k/a New York Telephone Company	10/1/97	Amendment #5
OH	Brooks Fiber Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	11/4/99	Amendment #2
OH	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #2
OH	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #2

OR	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/5/01	Amendment #2
OR	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	11/28/01	Amendment #2
OR	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	10/8/99	Amendment #2
PAe	MCI WorldCom Communications Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	9/28/99	Amendment #2
PAe	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	11/28/01	Amendment #2
PAe	MCImetro Access Transmission Services LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	9/3/97	Amendment #4
PAe	Pennsylvania Intermedia Communications Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	1/14/97	Amendment #3
Paw	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon North Inc., f/k/a GTE North Incorporated	11/28/01	Amendment #2
RI	MCImetro Access Transmission Services LLC and Brooks Fiber Communications of Rhode Island, Inc.	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	5/22/97	Amendment #3
SC	Intermedia Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #2
SC	MCI WORLDCOM Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #2
SC	MCImetro Access Transmission Services LLC	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #2
TX	Brooks Fiber Communications of Texas, Inc., f/k/a Metro Access Networks Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	5/21/97	Amendment #3
TX	Intermedia Communications Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	3/7/98	Amendment #3
TX	MCI WorldCom Communications Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	1/13/00	Amendment #3
TX	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	GTE Southwest Incorporated, d/b/a Verizon Southwest	11/1/01	Amendment #2
TX	MCImetro Access Transmission Services LLC	GTE Southwest Incorporated, d/b/a Verizon Southwest	4/22/97	Amendment #3
VAe	Intermedia Communications Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	2/19/97	Amendment #4
VAe	MCI WORLDCOM Communications of Virginia Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	10/8/02	Amendment #3
VAe	MCImetro Access Transmission Services of Virginia Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	10/8/02	Amendment #3
VAw	MCI WORLDCOM Communications of Virginia Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/12/97	Amendment #2

VAW	MCImetro Access Transmission Services of Virginia Inc.	Verizon South Inc., f/k/a GTE South Incorporated	9/16/98	Amendment #2
VT	MCImetro Access Transmission Services LLC	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	10/18/02	Amendment #2
WA	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/31/03	Amendment #2
WA	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	11/30/01	Amendment #2
WA	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/31/03	Amendment #3
WI	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #2
WI	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #2
WV	Intermedia Communications Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	2/19/97	Amendment #3
WV	MCImetro Access Transmission Services LLC	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	9/3/98	Amendment #3

SERVICE LIST

June 2005

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

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

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

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

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

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

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

DATE: May 4, 2005

DOCUMENT
FOLDER

SUBJECT: A-310580F7001

DOCKETED

TO: Office of Special Assistants

MAY 26 2005

FROM:

James J. McNulty, Secretary

BT6

JOINT PETITION OF VERIZON NORTH INC. AND MCI WORLDCOM
COMMUNICATIONS, INC. (AS SUCCESSOR TO RHYTHMS LINKS, INC.) FOR
APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT
UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

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

Enclosed is a copy of the notice that we provided to the
Pennsylvania Bulletin to be published on 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

**DOCUMENT
FOLDER**

NOTICE TO BE PUBLISHED

MAY 26 2005

Joint Petition of Verizon North Inc. and MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.) for Approval of Amendment No. 2 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310580F7001

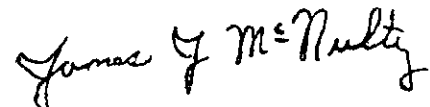
BTb

Verizon North Inc. and MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.), by its counsel, filed on April 22, 2005, 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 North Inc. and MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.) Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

BY THE COMMISSION



James J. McNulty
Secretary

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

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



1717 Arch Street, 10W
Philadelphia, PA 19103

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

July 25, 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

RECEIVED

JUL 25 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


RE: Joint Petition of
Verizon North Inc. and MCI WorldCom Communications, Inc.
(as Successor to Rhythms Links, Inc.)
for Approval of an Interconnection Agreement
Dkt. No. A-310580 F7001

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 3 to the Interconnection Agreement between Verizon North Inc. and MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.), which Agreement was approved by the Commission by Order dated April 19, 2004. This Amendment should be attached to and be made part of that earlier approved agreement. Although the Amendment is effective as of May 18, 2005, the Amendment was signed by the parties on June 16, 2005 and June 24, 2005 respectively. As evidenced by the cc: below, notice of this filing is being provided to MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.)

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

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Matthew Harthun, Esquire, MCI WorldCom Communications, Inc. (s/t Rhythms Links, Inc.)

103

RECEIVED

JUL 25 2005

FURTHER AMENDMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

To

INTERCONNECTION AGREEMENTS

THIS FURTHER AMENDMENT (this "Amendment"), effective as of May 18, 2005 (the "Effective Date"), amends each of the Interconnection Agreements listed in Exhibit A hereto (the "Interconnection Agreements"), and is made by and between each of the Verizon incumbent local exchange carriers (individually and collectively "Verizon" or the "Verizon Parties") and each of the MCI competitive local exchange carriers ("CLECs") that is a party to an Interconnection Agreement with Verizon (individually and collectively "MCI" or the "MCI Parties"), all as shown in Exhibit A. Verizon and MCI are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

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FOLDER

WHEREAS, Parties have agreed to amend the Interconnection Agreements to increase the charges applicable to MCI's DS0 UNE-P lines in service with Verizon as of March 10, 2005 ("Embedded Base"); and

WHEREAS, Parties have previously amended the Interconnection Agreements to effectuate the foregoing as of March 10, 2005, such amendment effective as of March 11, 2005 (the "March Amendment");

WHEREAS, the Parties wish to further amend all of the Interconnection Agreements to change certain rates applicable to the Embedded Base, and for the ease of administration, have elected to do so through this single Amendment.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DOCKETED

1. Rates Applicable To Embedded Base.

AUG 03 2005

Notwithstanding anything in the March Amendment to the contrary, the monthly recurring charge that MCI shall pay Verizon for the DS0 (or POTs) switch port for each Embedded Base line shall be increased by: (a) \$2.75 between March 11, 2005 and July 15, 2005 and (b) \$1.00 between July 16, 2005 and March 10, 2006.

2. Successor Terms.

Each Party agrees that, if they establish new or replacement interconnection agreements superseding those set forth in Exhibit A to this Amendment that are effective between March 11, 2005 and March 10, 2006 (including, for avoidance of doubt,

interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act), they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

3. **Conflicts.**

This Amendment shall amend the terms and provisions of the Interconnection Agreements only to the extent necessary to give effect to the terms and provisions of this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreements, this Amendment shall govern.

4. **Counterparts.**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. **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.

6. **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.

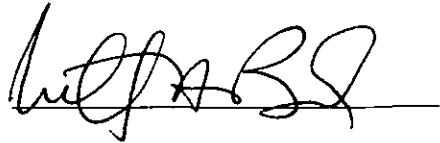
7. **Termination.**

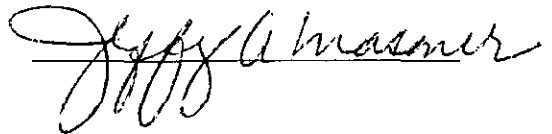
If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and to become effective as of the Effective Date.

The MCI Parties

The Verizon Parties

By: 

By: 

Printed: Michael A. Beach

Printed: Jeffrey A. Masoner

Title: Vice President – Carrier Management

Title: Vice President - Interconnection Services Policy and Planning

Date: June 16, 2005

Date: JUN 24 2005

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
CA	Brooks Fiber Communications of Bakersfield Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	Brooks Fiber Communications of Fresno Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	Brooks Fiber Communications of Sacramento Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	Brooks Fiber Communications of San Jose Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	Brooks Fiber Communications of Stockton Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	Intermedia Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	MCI WORLDCOM Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CA	MCImetro Access Transmission Services LLC	Verizon California Inc., f/k/a GTE California Incorporated	3/16/03	Amendment #5
CT	MCImetro Access Transmission Services LLC	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York	4/20/98	Amendment #4
CT	MCImetro Access Transmission Services LLC (as successor to Rhythms Links Inc.)	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic-New York	11/8/01	Amendment #3
DC	Intermedia Communications Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	2/19/97	Amendment #4
DC	MCI WORLDCOM Communications Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	9/28/99	Amendment #3
DC	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	11/28/01	Amendment #3
DC	MCImetro Access Transmission Services LLC	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	9/12/97	Amendment #4
DE	MCI WorldCom Communications Inc.	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	7/16/96	Amendment #5
DE	MCImetro Access Transmission Services LLC	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	9/12/02	Amendment #4
FL	Intermedia Communications Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #3
FL	MCImetro Access Transmission Services LLC	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #3
FL	Metropolitan Fiber Systems of Florida Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #3
FL	MCI WORLDCOM Communications. Inc.	Verizon Florida Inc., f/k/a GTE Florida Incorporated	2/23/04	Amendment #3

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
ID	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	6/25/03	Amendment #4
ID	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	6/25/03	Amendment #4
IL	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/25/03	Amendment #3
IL	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/25/03	Amendment #3
IN	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #3
IN	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #3
IN	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems	6/3/03	Amendment #3
MA	Brooks Fiber Communications of Massachusetts Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	5/26/00	Amendment #3
MA	Intermedia Communications Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	12/9/96	Amendment #3
MA	MCI Worldcom Communications Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	6/25/99	Amendment #3
MA	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	11/29/01	Amendment #3
MA	MCImetro Access Transmission Services LLC	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts	10/30/98	Amendment #4
MD	Intermedia Communications Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	2/19/97	Amendment #4
MD	MCI WORLDCOM Communications Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	4/25/00	Amendment #3

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
MD	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	11/28/01	Amendment #3
MD	MCImetro Access Transmission Services LLC	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	4/24/00	Amendment #3
ME	MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine	7/17/97	Amendment #4
MI	Brooks Fiber Communications of Michigan Inc.	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #3
MI	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #3
MI	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	8/13/03	Amendment #3
NC	Intermedia Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	9/15/97	Amendment #3
NC	MCI WORLDCOM Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	7/16/03	Amendment #4
NH	MCImetro Access Transmission Services LLC and New England Fiber Communications L.L.C.	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire	7/17/97	Amendment #4
NJ	Intermedia Communications Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	2/19/97	Amendment #4
NJ	MCI WORLDCOM Communications Inc.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	9/28/99	Amendment #3
NJ	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	11/28/01	Amendment #3
NJ	MCImetro Access Transmission Services LLC	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	6/26/97	Amendment #4
NV	Brooks Fiber Communications of Nevada Inc.	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #3
NV	Intermedia Communications Inc.	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #3
NV	MCImetro Access Transmission Services LLC	Verizon California Inc., f/k/a GTE California Incorporated	5/30/03	Amendment #3
NY	Brooks Fiber Communications of New York Inc.	Verizon New York Inc., f/k/a New York Telephone Company	9/21/99	Amendment #4
NY	Intermedia Communications Inc.	Verizon New York Inc., f/k/a New York Telephone Company	11/8/96	Amendment #5
NY	MCI WORLDCOM Communications Inc.	Verizon New York Inc., f/k/a New York Telephone Company	6/24/99	Amendment #4
NY	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon New York Inc., f/k/a New York Telephone Company	11/19/01	Amendment #3

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
NY	MCImetro Access Transmission Services LLC	Verizon New York Inc., f/k/a New York Telephone Company	10/1/97	Amendment #6
OH	Brooks Fiber Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	11/4/99	Amendment #3
OH	MCI WORLDCOM Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #3
OH	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #3
OR	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/5/01	Amendment #3
OR	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	11/28/01	Amendment #3
OR	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	10/8/99	Amendment #3
PAe	MCI WorldCom Communications Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	9/28/99	Amendment #3
PAe	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	11/28/01	Amendment #3
PAe	MCImetro Access Transmission Services LLC	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	9/3/97	Amendment #5
PAe	Pennsylvania Intermedia Communications Inc.	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	1/14/97	Amendment #4
Paw	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon North Inc., f/k/a GTE North Incorporated	11/28/01	Amendment #3
RI	MCImetro Access Transmission Services LLC and Brooks Fiber Communications of Rhode Island, Inc.	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island	5/22/97	Amendment #4
SC	Intermedia Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #3
SC	MCI WORLDCOM Communications Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #3
SC	MCImetro Access Transmission Services LLC	Verizon South Inc., f/k/a GTE South Incorporated	5/30/03	Amendment #3
TX	Brooks Fiber Communications of Texas, Inc., f/k/a Metro Access Networks Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	5/21/97	Amendment #4
TX	Intermedia Communications Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	3/7/98	Amendment #4
TX	MCI WorldCom Communications Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	1/13/00	Amendment #4

Exhibit A

State	MCI Affiliate	Verizon Affiliate	Effective Date	Amendment #
TX	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	GTE Southwest Incorporated, d/b/a Verizon Southwest	11/1/01	Amendment #3
TX	MCImetro Access Transmission Services LLC	GTE Southwest Incorporated, d/b/a Verizon Southwest	4/22/97	Amendment #4
VAe	Intermedia Communications Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	2/19/97	Amendment #5
VAe	MCI WORLDCOM Communications of Virginia Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	10/8/02	Amendment #4
VAe	MCImetro Access Transmission Services of Virginia Inc.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	10/8/02	Amendment #4
VAw	MCI WORLDCOM Communications of Virginia Inc.	Verizon South Inc., f/k/a GTE South Incorporated	5/12/97	Amendment #3
VAw	MCImetro Access Transmission Services of Virginia Inc.	Verizon South Inc., f/k/a GTE South Incorporated	9/16/98	Amendment #3
VT	MCImetro Access Transmission Services LLC	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	10/18/02	Amendment #3
WA	MCI WORLDCOM Communications Inc.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/31/03	Amendment #3
WA	MCI WORLDCOM Communications Inc. (as successor to Rhythms Links Inc.)	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	11/30/01	Amendment #3
WA	MCImetro Access Transmission Services LLC	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated	12/31/03	Amendment #4
WI	Intermedia Communications Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #3
WI	MCImetro Access Transmission Services LLC	Verizon North Inc., f/k/a GTE North Incorporated	6/25/03	Amendment #3
WV	Intermedia Communications Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	2/19/97	Amendment #4
WV	MCImetro Access Transmission Services LLC	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.	9/3/98	Amendment #4

SERVICE LIST

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

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

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

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

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

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

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

RECEIVED

JUL 25 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: August 3, 2005

SUBJECT: A-310580F7001

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *ddt*

DOCKETED

AUG 03 2005

**DOCUMENT
FOLDER**

JOINT PETITION OF VERIZON NORTH, INC., AND MCI
WORLD COM COMMUNICATIONS, INC., (AS SUCCESSOR TO
RHYTHMS LINKS, INC.), FOR APPROVAL OF AMENDMENT
NUMBER 3 TO THE INTERCONNECTION AGREEMENT
PURSUANT TO SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of Amendment Number 3 to the Interconnection Agreement of Verizon North, Inc., and MCI WorldCom Communications, Inc., which has been captioned and docketed to the above-referenced number.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be published in the Saturday, August 13, 2005 Edition. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition for Approval of Amendment Number 3 to the Interconnection Agreement between Verizon North, Inc., and MCI WorldCom Communications, Inc., (as Successor to Rhythms Links, Inc.) Docket Number: A-310580F7001.

Verizon North, Inc., and MCI WorldCom Communications, Inc., (as Successor to Rhythms Links, Inc.,) by its Counsel, filed on July 25, 2005, at the Pennsylvania Public Utility Commission, a Joint Petition for approval of Amendment Number 3 to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the Joint Petition for Amendment 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 Verizon North, Inc., and MCI WorldCom Communications, Inc.'s Joint Petition for Amendment 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.

DECEASED

AUG 0 2005

**DOCUMENT
FOLDER**

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

PA. CODE & BULLETIN
05 AUG -3 PM 4: 13
RECEIVED
LEGISLATIVE REFERENCE
BUREAU

Daniel E. Monagle
Assistant General Counsel



DOCUMENT
FOLDER

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

ORIGINAL

RE: Joint Petition of
Verizon North Inc. and
MCI WorldCom Communications, Inc. (as Successor to Rhythms Links, Inc.)
for Approval of an Interconnection Agreement
Dkt. No. A-310580 F7001

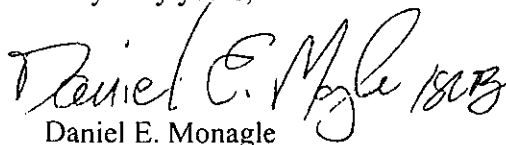
Dear Mr. McNulty:

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 2 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 on April 22, 2005 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,

DOCKETED
AUG 11 2005


Daniel E. Monagle

DEM/slb

RECEIVED

attachment: Diskette (to OSA only)

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

Matthew Harthun, MCI WorldCom Communications, Inc.

AUG 9 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

34

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

November 3, 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 North Inc. and MCI WorldCom Communications, Inc.
(as Successor to Rhythms Links, Inc.)
for Approval of an Interconnection Agreement
Dkt. No. A-310580 F7001

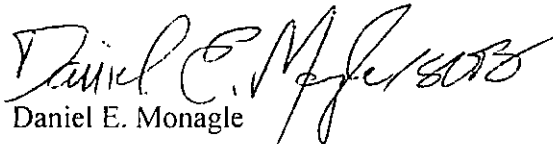
Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order approved on September 29, 2005, Verizon North Inc. was directed to notify the Commission whether a true and correct copy of Amendment 3 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 on July 25, 2005 and which was the subject of the Commission's Order approved on September 29, 2005. In addition, by cc: of this letter an electronic copy of Amendment No. 3 to the Agreement, in .pdf format, is being sent to the Commission's Office of Special Assistants. We respectfully note that the text of the underlying Agreement, as well as both previous Amendments to that Agreement, previously has been provided to the Commission.

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

DOCKETED
NOV 14 2005

Very truly yours,


Daniel E. Monagle

DEM/slb

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

RECEIVED
NOV 3 2005
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

10