

Daniel E. Monagle
Assistant General Counsel
Law Department

ORIGINAL



August 31, 2000

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

Phone 215.963.6004
Fax 215.563.2658
Daniel.E.Monagle@verizon.com

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Street & Commonwealth Avenue
North Office Building - Room B20
Harrisburg, PA 17120

DOCUMENT
FOLDER

RE: Joint Petition of Verizon Pennsylvania Inc. (formerly Bell Atlantic -
Pennsylvania, Inc.) and VITTS Networks, Inc. for Approval of an
Interconnection Agreement Docket No. A-310829

Dear Mr. McNulty:

Enclosed please find an original and seven (7) copies of Amendments Nos. 1 and 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. (formerly Bell Atlantic - Pennsylvania, Inc.) and VITTS Networks, Inc., which Agreement was filed with the Commission on May 28, 1999 and approved by the Commission on July 16, 1999. These Amendments should be attached to and be made part of the May 28, 1999 agreement.

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

Very truly yours,

Daniel E. Monagle /dc
Daniel E. Monagle

DEM/dc

Enclosure

cc: Fredrick Coolbroth, Esq. (Via Federal Express)
Attached Service List

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PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

93

AMENDMENT NO. 1

to the

A-310829

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

VITTS NETWORKS, INC.

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This First Amendment is effective as of the 27th day of March, 2000 (the "Effective Date") by and between Vitts Networks, Inc. ("VITTS"), a Delaware corporation with offices at 77 Sundial Avenue, Manchester, New Hampshire 03103 and Bell Atlantic - Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103.

WITNESSETH:

WHEREAS, VITTS and BA entered into an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 effective April 5, 1999 (the "Agreement"); and

WHEREAS, neither Party has ordered a facility, service or arrangement under the Agreement as of the Effective Date; and

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SECRETARY'S BUREAU

WHEREAS, VITTS represents that it will begin placing orders in the fourth quarter of 2000;

and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VITTS and BA hereby agree as follows:

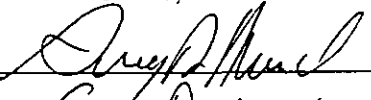
1. Section 22.2 of the Agreement is hereby deleted in its entirety and replaced with a new Section 22.2 to read as follows:

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by February 28, 2001 .

2. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

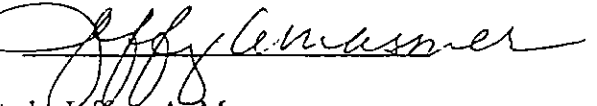
VITTS NETWORKS, INC.

By: 

Printed: Greg DeMurel

Title: President & COO

BELL ATLANTIC - PENNSYLVANIA,
INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection
Services Policy & Planning

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC – PENNSYLVANIA, INC.

and

VITTS NETWORKS, INC.

DOCKETED

SEP 06 2000

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This Amendment No. 2 (this "Amendment") is made this 24th day of May 2000 (the "Effective Date") by and between Bell Atlantic – Pennsylvania, Inc., a Pennsylvania corporation ("BA"), and Vitts Networks, Inc., a Delaware corporation ("VITTS"). (BA and VITTS may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, BA and VITTS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated April 5, 1999 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, BA is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective and unstayed laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

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

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide VITTS with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in BA's network between a BA feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide VITTS with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) VITTS may request that BA reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide VITTS with access to a drop and NID that, at the time of VITTS's request, BA is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) VITTS may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if VITTS is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of VITTS at such terminal. To obtain access to a Sub-Loop, VITTS shall install a COPIC on an easement or Right of Way obtained by VITTS within 100 feet of the BA FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable BA easements, BA shall furnish and place an interconnecting cable between a BA FDI and a VITTS COPIC and BA shall install a termination block within such COPIC. BA shall retain title to and maintain the interconnecting cable. BA shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. VITTS shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a BA easement.

(4) VITTS may request from BA by submitting a loop make-up engineering query to BA, and BA shall provide to VITTS, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, VITTS must first request that BA connect the BA FDI to which the Sub-Loop is connected to a VITTS COPIC. To make such a request, VITTS must submit to BA an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which VITTS wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection

Application shall also include a five-year forecast of VITTS's demand for access to Sub-Loops at the requested FDI. VITTS must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. VITTS must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Bell Atlantic
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, BA shall provide to VITTS a work order that describes the work that BA must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) VITTS shall pay to BA fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of VITTS's receipt of such statement and the associated Sub-Loop Work Order, and BA shall not be obligated to perform any of the work set forth in such order until BA has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if VITTS breaches its payment obligation under this Section 1(a)(7). Upon BA's completion of the work that BA must perform to provide VITTS with access to a Sub-Loop, BA shall bill VITTS, and VITTS shall pay to BA, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After BA has completed the installation of the interconnecting cable to a VITTS COPIC and VITTS has paid the full cost of such installation, VITTS can request the cross connection of BA Sub-Loops to the VITTS COPIC. At the same time, VITTS shall advise BA of the services that VITTS plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. VITTS shall run any crosswires within the COPIC.

(9) If VITTS requests that BA reactivate an unused drop and NID, then VITTS shall provide dial tone (or its DSL equivalent) on the VITTS side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician will run the appropriate cross connection to connect the BA Sub-Loop to the VITTS dial tone or equivalent from the COPIC. If VITTS requests that BA install a new drop and NID, then VITTS shall provide dial tone (or its DSL equivalent) on the VITTS side of the applicable BA FDI at least twenty four (24) hours before the due date. On the due date, a BA technician shall run the appropriate cross connection of the facilities being reused at the BA FDI and shall install a new drop and NID. If VITTS requests that BA provide VITTS with access to a Sub-Loop that, at the time of VITTS's request, BA is using to provide service to a Customer, then, after VITTS has

looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a BA technician shall crosswire the dial tone from the BA central office through the BA side of the COPIC and back out again to the BA FDI and BA Sub-Loop using the "loop through" approach. On the due date, VITTS shall disconnect BA's dial tone, crosswire its dial tone to the Sub-Loop and submit the VITTS's long-term number portability request.

(10) BA shall not provide access to a Sub-Loop if BA is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the BA-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) BA shall provide VITTS with access to a Sub-Loop in accordance with negotiated intervals.

(12) BA shall repair and maintain a Sub-Loop at the request of VITTS and subject to the time and material rates set forth in Exhibit A. VITTS accepts responsibility for initial trouble isolation for Sub-Loops and providing BA with appropriate dispatch information based on its test results. If (a) VITTS reports to BA a Customer trouble, (b) VITTS requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA Sub-Loop facilities or equipment in whole or in part, then VITTS shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by VITTS is not available at the appointed time. If as the result of VITTS instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to VITTS by BA. If as the result of VITTS instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to VITTS by BA.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(e) of this Amendment and upon request, BA shall provide to VITTS access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a BA fiber optic cable sheath between a BA end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two BA central offices or (b) a BA central office and a VITTS central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When VITTS submits an

order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when BA installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, BA shall provide VITTS with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) VITTS may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and VITTS may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. VITTS may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon VITTS's request, Bell Atlantic will connect a Dark Fiber Loop to a VITTS collocation arrangement in the BA end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. BA shall connect a Dark Fiber Loop to the POT bay of a VITTS collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by BA, and BA shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon VITTS's request, BA will connect a Dark Fiber IOF between two BA central offices to VITTS collocation arrangements in those offices and will connect a Dark Fiber IOF between a BA central office and a VITTS central office to a VITTS collocation arrangement in the BA central office and to the fiber distribution frame in the VITTS central office. BA shall connect a Dark Fiber IOF to the POT bay of a VITTS collocation arrangement and to the fiber distribution frame in a VITTS central office by installing appropriate cross connections.

BA shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) BA shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and BA shall not be obligated to construct new or additional facilities or create splice points to provide VITTS with access to Dark Fiber Loops or Dark Fiber IOF. BA shall not reserve Dark Fiber Loops or Dark Fiber IOF for VITTS, and BA shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. BA may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. BA reserves, and BA's execution and delivery of this Amendment shall not waive, BA's right to claim before the Pennsylvania Public Utility Commission that BA should not have to fulfill a VITTS order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or

impair a BA obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, VITTS shall make a request to BA that BA review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, BA shall notify VITTS and provide VITTS with an estimate of the mileage of those facilities. VITTS cannot order access to spare facilities until BA has notified VITTS that the facilities are available, and BA does not guarantee or warrant that the facilities will be available when VITTS submits an order to BA for access to the facilities. When it submits an order to BA for access to spare facilities that BA has previously notified VITTS are available, VITTS assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by BA, BA shall provide to VITTS the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing BA fiber cable sheaths. BA shall provide such maps to VITTS subject to the agreement of VITTS, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. VITTS acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. BA shall provide fiber layout maps to VITTS subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two BA central offices, a BA central office and a VITTS central office or a BA end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by BA for emergency restoration activity and tests the transmission characteristics of BA dark fiber pairs. If a field survey shows that a dark fiber pair is available and VITTS submits an order for access to such pair, BA does not guarantee or warrant that the pair will be available when BA receives such order, and VITTS assumes all risk that the pair will not be available. BA shall perform a field survey subject to a negotiated interval. If a VITTS submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, VITTS assumes all risk that the pair will not be compatible with VITTS's equipment, including, but not limited to, order cancellation charges.

(6) VITTS shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of VITTS; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting VITTS's collocation arrangements with any proper cross connects or other equipment that VITTS needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) VITTS acknowledges that BA may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after VITTS has obtained access to such dark fiber, and VITTS assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. BA shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. BA cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) BA shall provide VITTS with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if BA receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) BA shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After VITTS has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, BA may, at VITTS's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, BA shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of VITTS for such dark fiber.

(10) BA shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of VITTS and subject to the time and material rates set forth in Exhibit A but BA shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by VITTS over such dark fiber, any equipment of VITTS or anything other than the physical integrity of such dark fiber. VITTS shall cooperate with any BA effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. VITTS acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by BA may affect the transmission characteristics of such dark fiber. VITTS accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing BA with appropriate dispatch information based on its test results. If (a) VITTS reports to BA a Customer trouble, (b) VITTS requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA dark fiber facilities or equipment in whole or in part, then VITTS shall pay BA the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by

VITTS is not available at the appointed time. If as the result of VITTS instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to VITTS by BA. If as the result of VITTS instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to VITTS by BA.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Interconnection Agreement, BA shall allow VITTS to collocate equipment in a BA remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable BA tariffs, as amended from time to time, and BA shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Interconnection Agreement, BA shall allow VITTS to collocate equipment in a BA remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to VITTS on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Pennsylvania Public Utility Commission

, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that BA is required by a change in Applicable Law to provide a network element on an unbundled basis to VITTS, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a network element to VITTS, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating

when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to BA's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) BA shall not provide VITTS, and VITTS shall not request from BA, access to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) BA shall provide access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). VITTS acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify VITTS in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill VITTS, and VITTS shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Amendment. Any notice provided by BA to VITTS pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after BA sends such notice to VITTS and thereafter.

(2) The Parties shall cooperate to true up amounts billed by BA to VITTS and paid by VITTS to BA based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, a Dark Fiber IOF or a House and Riser Cable if the Pennsylvania Public Utility Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

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

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

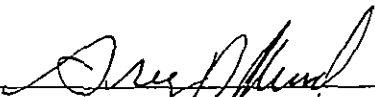
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.


5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

VITTS NETWORKS, INC.

BELL ATLANTIC - PENNSYLVANIA, INC.

By: 

By: 

Printed: Craig DeMund

Printed: Jeffrey A. Masoner

Title: President

Title: Vice-President - Interconnection Services
Policy & Planning

To be completed in accordance with Section 1(f)(1) of this Amendment.

SERVICE LIST

J. G. Harrington
Dow, Lohnes and Albertson
1200 New Hampshire Ave, N.W.
Suite 800
Washington, D.C. 20036-6802

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

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

Andrew O. Isar
Telecommunications Resellers
3220 Uddenberg Lane, Suite 4
Gig Harbor, WA 98335

Brian Barno
PA Cable & Telecommunications
127 State Street
Harrisburg, PA 17101-1025

John Short, Esq.
United Telephone Co. of PA
1201 Walnut Bottom Road
Carlisle, PA 17013

Bernard Ryan
Office of Sm. Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

G.A. Gorman
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-0395

Russell Blau
Swidler & Berlin, Chartered
3000 K Street, N.W. - Suite 300
Washington, D.C. 20007-5116

James H. Cawley
Rhoads & Sinon
1 South Market Square, 12th Fl.
Harrisburg, PA 17108-1146

Norman J. Kennard
Malatesta Hawke & McKeon
100 North Tenth Street
Harrisburg, PA 17101

Kandace F. Melillo
Office of Trial Staff
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

David E. Freet
Pennsylvania Telephone Assoc.
P.O. Box 1169
Harrisburg, PA 17108-1169

Susan S. Shanaman
Central Atlantic Payphone Assoc
212 North Third Street, Suite 203
Harrisburg, PA 17101

Michelle Painter
MCI Telecommunications Corp.
1133 19th Street, N.W., 11th Fl.
Washington, D.C. 20036

Joseph Laffey
Commonwealth Telephone 100
CTE Drive
Dallas, PA 18612

D. Mark Thomas
Regina L. Martz
Thomas, Thomas, Armstrong
212 Locust Street
Harrisburg, PA 17108-9500

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

Linda Oliver & Kyle Dixon
Hogan & Hartson
555 Thirteenth Street, N.W.
Washington, D.C. 20004

Robert C. Barber
AT&T Communications
3033 Chain Bridge Road
Oakton, VA 22185

Daniel Clearfield, Esq.
Wolf, Block
212 Locust Street, Suite 300
Harrisburg, PA 17101-1236

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AUG 31 2000

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: September 1, 2000

SUBJECT: A-310829

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary

DOCKETED
SEP 06 2000

DOCUMENT
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AMENDMENT NOS. 1 AND 2 TO THE INTERCONNECTION AGREEMENT
BETWEEN VERIZON PENNSYLVANIA INC. F/K/A BELL ATLANTIC-
PENNSYLVANIA, INC. AND VITTS NETWORKS, INC. TELEPHONE UNDER
SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of
Amendment Nos. 1 and 2 to the Interconnection Agreement
filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to
the Pennsylvania Bulletin to be published on September 16,
2000. 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
SEP 06 2000

NOTICE TO BE PUBLISHED

Amendment Nos. 1 and 2 to the Interconnection Agreement Between Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and VITTS Networks, Inc. Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310829.

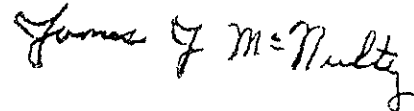
DOCUMENT
FOLDER

Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and VITTS Networks, Inc., by its counsel, filed on August 31, 2000, at the Public Utility Commission, a Joint Petition for approval of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon Pennsylvania Inc. f/k/a Bell Atlantic-Pennsylvania, Inc. and VITTS Networks, 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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