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ANDERSON, GULOTTA & HICKS, P.C.

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April 6, 2005

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

DOCUMENT
FOLDER

RE: JOINT PETITION FOR AMENDMENT OF INTERCONNECTION
AGREEMENT
NORTH PITTSBURGH TELEPHONE COMPANY AND
MCIMETRO ACCESS TRANSMISSION SERVICES LLC

A-310752 F7005

Dear Secretary:

Enclosed for filing please find an original plus three copies of a Joint Petition for Amendment of Interconnection Agreement between North Pittsburgh Telephone Company and MCImetro Access Transmission Services LLC and "Attachment B" to the above mentioned Interconnection Agreement. Should you have any questions, please contact the undersigned at 717-541-1194.

Sincerely,

Renardo L. Hicks, Esquire
Anderson, Gulotta & Hicks, P.C.

cc: Parties on attached service list

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**JOINT PETITION OF
NORTH PITTSBURGH TELEPHONE COMPANY
AND MCIMETRO ACCESS TRANSMISSION
SERVICES, LLC FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT UNDER
SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996**

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**JOINT PETITION FOR AMENDMENT
OF INTERCONNECTION AGREEMENT**

1. On March 1, 2005, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"), North Pittsburgh Telephone Company ("North Pitt") and MCI metro Access Transmission Services LLC ("MCI") submitted a Joint Petition for approval of an executed Interconnection Agreement (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks, and ancillary services offered by North Pitt. North Pitt and MCI respectfully requested that the Commission act within the ninety (90) days specified by the Act and approve the Agreement.

2. A recent review of the Agreement revealed that there are typographical errors in Attachment B - Interconnection, Section 4.7 of the Agreement. In essence, the errors in this section confuse the Parties' intent that neither Party will terminate more than 10% of its traffic without Calling Party Number ("CPN").

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3. Consequently, the Parties seek to correct typographical errors in Attachment B - Interconnection, Section 4.7 of the Agreement by changing the last two references to "90%" in this section to "10%."

4. Specifically, the Parties Jointly propose that Attachment B - Interconnection, Section 4.7, be amended by striking the last full sentence after "(the Terminating Party)," and inserting the following sentence:

"If the problem cannot be repaired within 30 days of the written notice to bring the originated traffic without CPN to fewer than 10% of total traffic, the Terminating Party will bill all traffic without CPN as Access traffic jurisdictionalized using the PIU until such time as the traffic without CPN is fewer than 10% of total traffic."¹

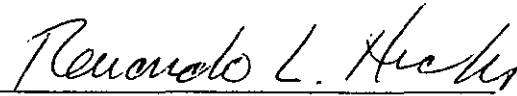
5. The Parties request that due to the fact that this amendment is merely a correction of typographical errors, that publication of the Agreement in the Pennsylvania Bulletin and approval of the Agreement not be delayed as a result of this clerical correction.

WHEREFORE, pursuant to Section 252(e) of the Act, the Parties respectfully request that the Commission expedite its review and approval of the Agreement with the modifications delineated herein.

MCImetro Access Transmission
Services, LLC


Michelle Painter, Esquire

North Pittsburgh Telephone Company


Renardo L. Hicks, Esquire

¹ A new and correct copy of Attachment B – Interconnection is attached hereto.

ATTACHMENT B

INTERCONNECTION ATTACHMENT

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1. Scope of Traffic

This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point within NPTC's interconnected network within a LATA. It is MCI's responsibility to establish a single point of interconnection within NPTC's interconnected network within the Pittsburgh LATA. The Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties.

- 1.1 The Parties agree that they will deliver to each other over the direct connection facilities the following traffic: (1) IntraLATA Traffic that is originated by one Party's Customer within the Pittsburgh LATA, for termination to the other Party's Customer within the Pittsburgh LATA; (2) MCI Customer traffic that originates from within the Pittsburgh LATA, as determined by originating NPA/NXX within the Rate Center Area and is transited through NPTC for delivery to telecommunications carriers that are listed in the LERG as subtending the NPTC tandem; (3) third party telecommunications carrier Customer traffic originated from those rate centers within the Pittsburgh LATA, as determined by originating NPA/NXX within the Rate Center Areas which are listed as subtending the NPTC tandem and transited by NPTC for delivery to MCI Customers within the Pittsburgh LATA, as determined by terminating NPA/NXX within the Rate Center Area; and (4) third party Telecommunications Carrier Customer traffic that transits MCI's Tandem for delivery to NPTC.
- 1.2 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Internet Traffic and non-equal access IntraLATA Toll Traffic as set forth in Section 2 of this Interconnection Attachment.
- 1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Reciprocal Compensation Traffic is beyond the scope of the agreement. Subject to intrastate or interstate access charges regardless

of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

- 1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.6 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.
- 1.5 If either Party violates Section 1.5 above, the other Party shall be entitled to charge originating and terminating access charges as appropriate for traffic associated with such violations.
- 1.6 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement.

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection

- 2.1.1 The Parties shall interconnect their networks within NPTC's service area at the IP mutually agreed to by the Parties in this Agreement. The IP shall be the NPTC Gibsonia Tandem. MCIm will be financially responsible for the transport of its interconnection traffic to NPTC at the Gibsonia tandem. NPTC shall be financially responsible for its traffic to MCIm to the closest exchange boundary between NPTC and Verizon Pennsylvania Inc as measured from the Gibsonia Tandem.
- 2.1.2 Each Party is responsible for delivering its originating Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic to the other over the IP over the Interconnection Trunks as referenced in Section 2.2.1.

2.1.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement.

2.1.4 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary or desirable for the exchange of traffic.

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic. The Parties agree that the Interconnection Trunk Groups, will be installed and utilized as two-way.

2.2.2 Tandem Transit Trunks for the transmission and routing of Tandem Transit Traffic. The Parties agree that the Tandem Transit Trunks will be two-way trunks.

2.3 Trunk Arrangements.

2.3.1 In order to provision the Interconnection Trunks carrying MCI_m Pittsburgh LATA Customer originated traffic terminating to NPTC, and the Tandem Transit Trunks, MCI_m may order the trunks from its side of the IP to NPTC from either NPTC and/or any third party that connects to the NPTC Tandem Switch, or MCI_m may provision the trunks over its own facilities. MCI_m is responsible for issuing the ASR and for any expenses it incurs on its side of the IP for such facilities. For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, MCI_m will promptly submit ASRs to NPTC to disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

- 2.3.2 For the Interconnection Trunks carrying NPTC Customer originated traffic terminating to MCIIm, NPTC will notify MCIIm to issue ASRs for trunks from its side of the IP to MCIIm from NPTC and/or any third party that connects to MCIIm's Tandem/End Office Switch, or MCIIm may provision the trunks over it's own facilities. MCIIm is responsible for issuing the ASR, but NPTC is responsible for any expenses it incurs on its side of the IP for such facilities. For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, NPTC will promptly notify MCIIm to issue ASRs to NPTC and any applicable third party to disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.
- 2.3.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Should NPTC determine that MCIIm is delivering traffic on the Interconnection Trunks to any single NPTC end office in an amount sufficient to justify the installation of a direct end office Interconnection Trunk to that end office, NPTC may at its sole discretion require MCIIm to rearrange its Interconnection Trunk group by installing a direct end office Interconnection Trunk to that end office, such rearrangement shall not constitute the establishment of a new IP, and each Party will remain responsible for all expenses on its side of the IP.
- 2.4 Two-Way Trunk Performance Standards.
- 2.4.1 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.
- 2.4.2 All two-way trunk groups that connect to the NPTC Tandem switch shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average peak busy hour. NPTC and MCIIm shall engineer the two-way trunks using BOC Notes on the LEC Networks SR-TSV-002275.
- 2.4.3 The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

- 2.4.4 MCI shall determine and order the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. MCI shall order two-way trunks by submitting ASRs to NPTC and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within NPTC's effective standard intervals or negotiated intervals, as appropriate. MCI shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.5 NPTC may (but shall not be obligated to) monitor two-way trunk groups using service results for the applicable design blocking objective. If NPTC observes blocking in excess of the applicable design objective on any two-way trunk group and MCI has not notified NPTC that it has corrected such blocking, NPTC may submit to MCI a Trunk Group Service Request directing MCI to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCI will issue an ASR to augment the two-way interconnection trunk group with excessive blocking and submit the ASR to NPTC and any applicable third party within five (5) Business Days.
- 2.4.6 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. MCI will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, MCI will promptly submit ASRs to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected. In the event MCI fails to submit an ASR for two-way trunks in conformance with this section, NPTC may bill MCI for the excess trunks at the applicable NPTC tariff rates.
- 2.4.7 Because NPTC will not be in control of when and how many two-way trunks are established between its network and MCI's network, NPTC's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

3. Trunk Provisioning

3.1 Trunk Group Provisioning

- 3.1.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).
- 3.1.2 When trunks are provisioned using a DS-3 facility interface, then MCI shall order the multiplexed DS-3 facilities to the IP. Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 3.1.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.
- 3.1.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.

3.2 Switching System Hierarchy and Trunking Requirements.

For purposes of routing MCI traffic to NPTC, the subtending arrangements between NPTC Tandem Switches and NPTC End Office Switches shall be the same as the Tandem/End Office subtending arrangements NPTC maintains for the routing of its own or other carriers' traffic. For purposes of routing NPTC traffic to MCI, the subtending arrangements between MCI Tandem Switches and MCI End Office Switches shall be the same as the Tandem/End Office subtending arrangements that MCI maintains for the routing of its own or other carriers' traffic.

3.3 Signaling.

Each Party will provide the other Party with access to its routing databases and associated signaling only to the extent necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the applicable access tariff.

Neither Party shall intentionally substitute or generate incorrect ANI, CPN or other SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference

between compensation paid (if any) and the charges that should have been paid, plus interest due under the terms of the applicable of either this Agreement or that Party's switched access tariff, as applicable, from the date the traffic would have been billed if such parameters had been passed unaltered.

3.4 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

4.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

4.3 MCIm and NPTC will each provide the other with an auditable Percent Local Usage ("PLU") factors to be applied to their own originating traffic by the terminating Party. The Parties will provide an initial PLU prior to the first exchange of traffic, and then on a quarterly basis thereafter. After the initial PLU, the Parties agree that the originating quarterly PLU factor, which they develop, will be based on the previous three months' originating traffic delivered to the other Party, and applicable to the following three months. The PLU provided by the originating Party will be utilized by the terminating Party to allocate traffic to the proper jurisdictional uses, as set forth below. If either Party does not provide an updated PLU, the previous PLU will be utilized until such time as a new PLU is furnished, subject to the audit procedures set forth in this Agreement. PLU changes will be utilized on a going-forward basis.

4.4 If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the Interconnection Trunk group, such Party will supply an auditable Percent Interstate Use (PIU) factor quarterly, based its previous three months' originating traffic, and applicable to the following three months. If either Party does not provide an updated PIU factor, the previous PIU factor will be utilized until such time as a new PIU is furnished, subject to the audit procedures set forth in this Agreement. PLU changes will be utilized on a going-forward basis.

- 4.5 To the extent technically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the end user Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final end user Customer's CPN or billing number.
- 4.6 Where possible, actual call detail records including the CPN, will be used by the terminating Party to determine the applicable jurisdiction of terminating traffic for billing and compensation. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify, on an automated basis, traffic delivered by the originating Party as either Reciprocal Compensation Traffic or Toll Traffic and shall bill the originating Party the applicable jurisdictional rates for each minute of traffic based on the jurisdiction of the call as determined from the actual call detail records including the CPN. Where a terminating Party does not have the capability to identify the applicable jurisdiction of a call by utilizing the CPN information associated with that call, the terminating Party will utilize the PLU factor to allocate by jurisdiction that traffic which it cannot determine the jurisdiction using the CPN.
- 4.7 When a terminating Party receives insufficient call detail associated with a call or the CPN is missing or masked, and therefore cannot determine the jurisdiction of a call, the terminating Party will allocate such traffic that it cannot identify by jurisdiction utilizing the following procedures: 1.) If the percentage of traffic delivered with CPN is greater than 90% the calls delivered without CPN will be allocated and billed as Reciprocal Compensation Traffic or Toll Traffic using the PLU factor. If a Party's originated traffic has CPN on fewer than 90% of the calls, the other Party may provide written notice of a billing dispute to the Originating Party. Upon such notice, the Party originating the traffic (the "Originating Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the Terminating Party). If the problem cannot be repaired within 30 days of the written notice to bring the originated traffic without CPN to fewer than 10% of total traffic, the Terminating Party will bill all traffic without CPN as Access traffic jurisdictionalized using the PIU until such time as the traffic without CPN is fewer than 10% of total traffic.
- 4.8 Where the Interconnection Trunk group is provisioned as a two-way trunk group and each Party delivers its originating traffic over that same trunk group to the other Party, each Party shall pay its proportionate share of the

recurring charges for the transport facilities that are located within the NPTC service area between the IP and the NPTC boundary with Verizon Pennsylvania Inc. The prorated share of facility costs between the Parties for the use of the two-way Interconnection Trunk facilities will be based on the percentage of the total traffic originated by each Party, excluding Transit Traffic and ISP-Bound Traffic. The initial proportionate share factors, for the Interconnection Trunk facilities, will be 50% assigned to MCIIm and 50% assigned to NPTC. These initial proportionate share factors will be updated three (3) months after the Effective Date of this Agreement, based upon the actual percentage of traffic as set forth above in this Section. Beginning six months after the initial factors are determined, and at either Party's request, but no more than twice a year, the Parties shall determine the applicable proportionate share factors based upon the previous six (6) months' originating traffic sent by each Party over the Interconnection Trunk group as set forth above in this Section. When updating the proportionate share factors, the Parties will share the data and results of their measured traffic usage which forms the basis of their proposed proportionate share calculation and will work cooperatively on a mutually agreeable percentage.

- 4.9 The proportionate share factors will be utilized by NPTC in developing the invoice for the Interconnection facilities, which MCIIm will order from NPTC for the Interconnection Trunk group. NPTC will bill MCIIm the applicable Interconnection (flat rated) transport charges for the Interconnection Trunk group. The Interconnection charges billed by NPTC to MCIIm, for the DS1 and/or DS3 Interconnection services that are ordered by MCIIm for the Interconnection Trunk group, will be reduced by the NPTC proportionate share of the facility as calculated and set forth above.
- 4.10 MCIIm agrees that it is responsible for all the Interconnection facility charges due NPTC for the Transit Trunk group facilities within the NPTC service area and that no prorate of those Interconnection facility charges will be applied by NPTC to that portion of the NPTC invoice to MCIIm.

5. Compensation Arrangements

5.1 Reciprocal Compensation.

- 5.1.1 Reciprocal Compensation Traffic, includes only that traffic as set forth in this Agreement, originated by a Customer of one Party within the Pittsburgh LATA, as determined by originating NPA/NXX, and terminated to a Customer of the other Party within the Pittsburgh LATA, as determined by terminating NPA/NXX.
- 5.1.2 The specific compensation terms and conditions set forth in this Section of the Agreement are related to, dependent on, and limited

to the provision of Local Exchange Service to Customers, and all of the other interrelated terms and conditions set forth in this Agreement.

5.1.3 Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer for Reciprocal Compensation Traffic delivered by either Party to the IP. The designation of Traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the originating NPA-NXX rate center and the terminating NPA-NXX rate center.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to the following: (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) Switched Access Service traffic; (4) Optional Extended Local Calling Area Traffic; or (5) Tandem Transit Traffic.

5.2.2 Reciprocal Compensation Traffic does not include traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. The use of a third party carrier's special access facility to transport traffic between the Parties is permitted.

5.3 Treatment of Internet Traffic

5.3.1 The Parties agree to transport and switch Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

5.3.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if this Internet Traffic is Reciprocal Compensation Traffic. The Parties will treat ISP Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Internet Traffic: the Parties shall assume that they are exchanging with one another an equal amount of Internet Traffic at an agreed upon termination rate; and the parties will utilize the Interconnection Trunk facilities to exchange the Internet Traffic. The switching and transport of Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed

by either Party as either agreement or acknowledgement by the Parties that this arrangement is proper or required. In the event that the manner in which Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Internet Traffic between the Parties. The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Internet Traffic including, but not limited to, compensation for switching, transport or termination of Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic.

- 5.3.3 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

5.4 Treatment of Toll Traffic.

Toll Traffic shall be governed billed and compensated under the applicable provisions of this Agreement and the terminating Parties applicable switched access Tariffs.

6. Other Types of Traffic

Subject to the provisions listed in this Agreement, interstate and intrastate Exchange Access, exchange services for Exchange Access and Toll Traffic shall be governed and billed under the applicable provisions of this Agreement and the terminating Parties applicable switched access Tariffs.

7. Tandem Transit Traffic

- 7.1 Tandem Transit Traffic may be routed over the Tandem Transit Trunks described in this attachment. MCI shall deliver Tandem Transit Traffic to NPTC with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 7.2 MCI shall pay NPTC for Transit Traffic that MCI originates at the rate specified in the Pricing Attachment.
- 7.3 NPTC will not be required to provide Tandem Transit Traffic Services for local Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of local Tandem Transit Traffic to be delivered to the CLEC, ILEC, CMRS carrier, or other LEC exceeds one (1) DS-1 level volume of calls per CLEC, ILEC, CMRS carrier, or other LEC per NPTC tandem serving area for a period of three consecutive months. Once the first directly connected DS-1 is installed to a CLEC, ILEC, CMRS carrier, or other LEC, overflow traffic may traverse the NPTC tandem to that entity until such time that the level of overflow traffic meets the requirements specified in this Section 10 addressing the need for an additional DS-1. Each subsequent need for an additional DS-1 will be handled in a like manner.
- 7.4 If or when a third party carrier's Central Office subtends a MCI Central Office, then MCI shall offer to NPTC a service arrangement equivalent to or the same as Tandem Transit Service provided by NPTC to MCI as defined in this Section such that NPTC may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a MCI Central Office ("Reciprocal Tandem Transit Service"). MCI shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section.
- 7.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement,

MCIIm shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for NPTC within the LATA and Tandem serving area. MCIIm shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

- 8.3 MCIIm will also designate a Routing Point for each assigned NXX code. MCIIm shall designate one location for each Rate Center Area in which the MCIIm has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of MCIIm will be routed in the same manner as calls to MCIIm's initial NXXs.
- 8.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain MCIIm's choices regarding the size of the local calling area(s) that MCIIm may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to NPTC's local calling areas. Such choice of local calling areas by MCIIm has no effect on the application or interpretation of any requirement in this Agreement.
- 8.5 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

- 9.1 Joint Network Implementation and Grooming Process.
 - 9.1.1 Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia: (1) standards to ensure that Interconnection Trunks, Tandem Transit Trunks, and Access Toll Connecting Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within NPTC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards; (2) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; (3) disaster recovery provision escalations; (4)

additional technically feasible IP(s) located within a LATA and on the NPTC network as provided in this attachment; and (5) such other matters as the Parties may agree.

9.1.2 Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a P.01 Grade of Service.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, MCIIm shall provide NPTC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from NPTC over each of the Interconnection Trunk groups and the Toll Connecting Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to NPTC on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the NPTC CLEC Interconnection and Toll Connecting Trunking forecast requirements and shall include, at a minimum, Access Carrier Terminal Location (ACTL), traffic type (InterLATA, IntraLATA non-local and IntraLATA local, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIIm-IPs and NPTC-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

9.4 Initial Forecasts/Trunking Requirements.

Because NPTC's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIIm decides to market its services, NPTC will be largely dependent on MCIIm to provide accurate trunk forecasts for both inbound (from NPTC) and outbound (to NPTC) traffic. NPTC may, as an initial matter, order the same number of one-way Interconnection Trunks to MCIIm as MCIIm orders to NPTC. At NPTC's discretion, when MCIIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the

inbound or outbound direction, NPTC may provide the number of trunks MCIIm suggests; provided, however, that in all cases NPTC's provision of the forecasted number of trunks to MCIIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIIm's previous forecasts have proven to be reliable and accurate.

9.4.1 **Monitoring and Adjusting Forecasts.** NPTC will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIIm's suggestion or request pursuant to the procedures identified in this Section. At the end of such ninety-(90) day period, NPTC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced subject to the limitations in Section 2.3 and Section 2.4 of this Interconnection Attachment.

9.4.2 In subsequent periods, NPTC may also monitor traffic for ninety (90) days on additional trunk groups that MCIIm suggests NPTC to establish.

10. Number Portability - Section 251(B)(2)

10.1 Scope.

The Parties agree that they will not request nor provide Local Number Portability ("LNP") to each other during the term of this Agreement.

CERTIFICATE OF SERVICE

I, Renardo L. Hicks, Esq., hereby certify that on this date copies of the foregoing documents were served by first class mail, postage prepaid, upon the following parties:

Peter Reynolds
Room # G2-3-614
22001 Loudoun County Parkway
Ashburn, VA 20147

Kevin Albaugh
VP-Regulatory Affairs
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044

Michelle Painter
Room # G2-2-105
22001 Loudoun County Parkway
Ashburn, VA 20147

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Renardo L. Hicks 4/16/05

Renardo L. Hicks, Esq.
Attorney ID No.: 40404
Anderson, Gulotta & Hicks, P.C.
121 State Street
Harrisburg, PA 17101
Phone: (717) 541-1194
Fax: (717) 635-7131

DATE: April 14, 2005
SUBJECT: A-310752F7005
TO: Office of Special Assistants
FROM: James J. McNulty, Secretary *KB*

DOCKETED
MAY 20 2005

**DOCUMENT
FOLDER**

JOINT PETITION OF NORTH PITTSBURGH TELEPHONE COMPANY AND
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC FOR APPROVAL OF
A CORRECTED INTERCONNECTION AGREEMENT UNDER SECTION 252(e)
OF THE TELECOMMUNICATIONS ACT OF 1996.

Attached is a copy of a Joint Petition for Approval of
a Corrected 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 April 30, 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

KJR

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of North Pittsburgh Telephone Company and MCImetro Access Transmission Services, LLC for Approval of a Corrected Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310752F7005.

DOCKETED
MAY 20 2005

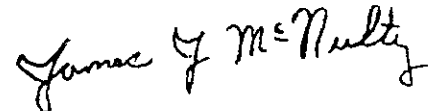
North Pittsburgh Telephone Company and MCImetro Access Transmission Services, LLC, by its counsel, filed on April 6, 2005 at the Public Utility Commission, a Joint Petition for approval of a Corrected Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

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 North Pittsburgh Telephone Company and MCImetro Access Transmission Services, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

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

**DOCUMENT
FOLDER**

BY THE COMMISSION



James J. McNulty
Secretary

PA. CODE & BULLETIN

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LEGISLATIVE REFERENCE
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KJR