

1. REPORT DATE: 00/00/00 :
 2. BUREAU: OSA :
 3. SECTION(S) : : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 05/17/02
 8. DOCKET NO: A-310470 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: ADELPHIA BUSINESS SOLUTIONS-PA

COMP/APP COUNTY:

UTILITY CODE: 310470

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND ADELPHIA BUSINESS SOLUTIONS OF PENNSYLVANIA INC. FOR APPROVAL OF AN ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.....10/14/02 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND ADELPHIA BUSINESS SOLUTIONS OF PENNSYLVANIA INC. FOR APPROVAL OF AMENDMENT NO. 1 OF AN INTERCONNECTION AGREEMENT UNDER 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.....02/28/05 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND TELCOVE OF PENNSYLVANIA, INC. (F/K/A ADELPHIA BUSINESS SOLUTIONS OF PENNSYLVANIA, INC.) FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
FOLDER

DOCKETED

MAR 10 2005

Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL



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Philadelphia, PA 19103

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

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February 28, 2003

VIA UPS OVERNIGHT

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

A-310470 F-1000

FEB 28 2003

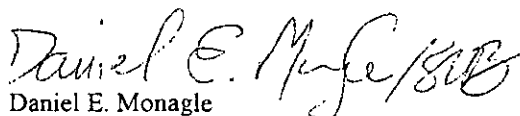
RE: Joint Filing of Verizon Pennsylvania Inc., and
TelCove Operations, Inc. (f/k/a Adelphia Business Solutions Operations, Inc.);
TelCove Investment, LLC (f/k/a Adelphia Business Solutions Investments, LLC);
TelCove of Pennsylvania, Inc.
(f/k/a Adelphia Business Solutions of Pennsylvania, Inc.);
TelCove of Eastern Pennsylvania
(f/k/a PECO Adelphia Communications, f/k/a PECO TelCove);
and Susquehanna Adelphia Business Solutions (now d/b/a TelCove)
for Approval of Amendment No. 1 to an Interconnection Agreement
Dkts. No. A-310923; A-311103; A-310470; A-310378; and A-310547

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and TelCove Operations, Inc. (f/k/a Adelphia Business Solutions Operations, Inc.); TelCove Investment, LLC (f/k/a Adelphia Business Solutions Investments, LLC); TelCove of Pennsylvania, Inc. (f/k/a Adelphia Business Solutions of Pennsylvania, Inc.); TelCove of Eastern Pennsylvania (f/k/a PECO Adelphia Communications, also f/k/a PECO TelCove); and Susquehanna Adelphia Business Solutions (now d/b/a TelCove.) The parties' underlying Agreement was filed with the Commission on May 17, 2002 and approved by the Commission by Order entered August 9, 2002 in Dockets No. A-310923, A-311103, A-310470, A-310378 and A-310547. This Amendment should be attached to and made part of the May 17, 2002 filed Agreement. The Amendment was effective October 31, 2004 and was signed by the two parties' signers on December 28, 2004. The parties recognize that the filing of this Amendment occurs more than thirty days after the Amendment's signing, and respectfully submit that the filing of the Amendment was timed to occur after a key determination was made in a related litigation matter between the parties; that determination was not made by the court until early February. As evidenced by the cc: below, notice of this filing is being provided to the TelCove companies.

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

DEM/slb
Enclosure

cc: Mr. Edward E. Babcock, Jr., TelCove
Attached Service List

140

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MAR 24 2005

A-310470 F 700

AMENDMENT

FEB 26 2005

TO

MAR 24 2005

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of October 31, 2004 (the "Effective Date"), is entered into by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the Adelphia Business Solutions, Inc. (n/k/a TelCove, Inc.) competitive local exchange carrier ("CLEC") affiliates (individually and collectively "TelCove" or the "TelCove Parties") which are parties to the Interconnection Agreements listed in Attachment 1 (the "Interconnection Agreements"), and amends the Interconnection Agreements. Verizon and TelCove are referred to herein individually as a "Party" and collectively as the "Parties." Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date.

WITNESSETH:

WHEREAS, Verizon and TelCove are Parties to Interconnection Agreements under Sections 251 and 252 of the Act (each an "Interconnection Agreement").

WHEREAS, the Parties entered into a Confidential Stipulation Resolving Claims, dated December 28, 2004, to be filed by the Parties in the United States Bankruptcy Court for the Southern District of New York, pursuant to which, among other things, they determined to amend the Interconnection Agreements to reflect their prospective obligations regarding intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters, as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. **Definitions.** Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment and shall supersede similar terms as they are defined in the Interconnection Agreements. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Interconnection Agreement or if no meaning is set forth in the Interconnection Agreements, then such terms shall have the meanings set forth in the Act.

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(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Applicable Law" means all effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under the Interconnection Agreement and this Amendment.

(c) "Affiliate" shall have the meaning provided in the Act.

(d) "D.C. Circuit Decision" means the March 2, 2004 decision of the U.S. Court of Appeals for the District of Columbia Circuit affirming in part and vacating in part the TRO.

(e) "End Office" means a carrier switch to which telephone service subscriber access lines are connected for the purposes of interconnection to other subscriber access lines and to trunks.

(f) "End User" means a third party residence or business subscriber to Telephone Exchange Services.

(g) "Federal Unbundling Rules" means any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the Federal Communications Commission ("FCC") pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or pursuant to the Interim Rules Order (but only once effective and only to the extent not stayed, vacated, reversed, or modified by the FCC or a court of competent jurisdiction). Any reference in this Amendment to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under the Interim Rules Order.

(h) "Forbearance Order" means the FCC's Order on the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. Section 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (Adopted October 8, 2004) (the "Forbearance Order")

(i) "Interim Rules Order" means the FCC's Order in WC Docket No. 04-313 and CC Docket No. 01-338 setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act.

(j) "ISP-Bound Traffic" shall have the meaning provided in the Order on Remand.

(k) "LERG" or "Local Exchange Routing Guide" means a Telcordia Technologies publication containing NPA/NXX routing and homing information.

(l) "NPA/NXX Code" means area code plus the three-digit switch entity indicator (i.e., the first six digits of a ten-digit telephone number).

(m) "Order on Remand" means the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (the "Order on Remand").

(n) "Section 251(b)(5) Traffic" shall mean traffic subject to the provisions of Section 251(b)(5) of the Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

(o) "Tandem" means a physical or logical switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

(p) "Triennial Review Order" or "TRO" means the FCC's order released on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147, which became effective as of October 2, 2003.

(q) "Virtual Foreign Exchange Traffic" or "V/FX Traffic" means a call to or from an End User assigned a telephone number with an NPA/NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such End User's station.

2. Conditions Precedent.

(a) List of Conditions Precedent. In order for the terms set forth in Sections 3 and 4 below to take effect, the following conditions precedent must be satisfied as of the Effective Date (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption and with respect to such carrier and all of its CLEC affiliates): (i) there shall be no outstanding billing disputes between the Parties with respect to reciprocal compensation or other intercarrier compensation charges by either Party for Section 251(b)(5) Traffic, V/FX Traffic, or ISP-Bound Traffic and (ii) there shall be no outstanding billing disputes between the Parties with respect to charges assessed by TelCove to Verizon for transport facilities.

(b) Failure to Satisfy Conditions Precedent. If either of the conditions precedent set forth in Section 2(a) above are not satisfied as of the Effective Date (or in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption), then this Amendment shall be null and void, TelCove shall have no right to bill Verizon (and Verizon shall not be

obligated to pay TelCove) for transport facilities between Verizon's network and TelCove's switch, and compensation for ISP-Bound Traffic and Section 251(b)(5) Traffic exchanged between the Parties, as well as transport of Verizon originated traffic, shall be governed by the following terms, notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, Applicable Law, any change in Applicable Law, or otherwise: (i) ISP-Bound Traffic shall be subject to "bill and keep" (i.e., zero compensation); (ii) Verizon's then-prevailing reciprocal compensation rates in each particular service territory (as set forth in Verizon's standard price schedules, as amended) shall apply to Section 251(b)(5) Traffic exchanged between the Parties; and (iii) at Verizon's option, the Parties' respective rights and obligations under each Interconnection Agreement with respect to interconnection architecture from the Effective Date of this Amendment until the terms of the Interconnection Agreement are superseded by a subsequent agreement shall be governed exclusively by either, (A) the applicable interconnection architecture terms set forth in the Interconnection Agreements, or (B) the interconnection architecture provisions set forth in Verizon's then current standard interconnection template. For purposes of item (i) in the preceding sentence, the Parties agree that all combined Section 251(b)(5) Traffic and ISP-Bound Traffic above a 3:1 ratio of terminating to originating traffic shall be considered to be ISP-Bound Traffic (except in Massachusetts, where a 2:1 ratio, instead of a 3:1 ratio, shall apply), subject to either Party's right to rebut said presumption in accordance with all applicable provisions of the Order on Remand.

3. Term; Transport Facilities. Notwithstanding any other provision of the Interconnection Agreements, any tariff, any SGAT, Applicable Law, any change in Applicable Law, or otherwise, the following terms shall apply:

(a) Term. Subject to Section 2 above, the terms of this Amendment shall govern the relationship between the Parties with respect to the subject matter hereof from the Effective Date through March 31, 2008 (the "Term"). The Parties agree that if and to the extent any Interconnection Agreement identified in Attachment 1 is replaced by a new or successor interconnection agreement on or before March 31, 2008, such new or successor agreement shall incorporate all provisions of this Amendment for the remainder of the Term.

Verizon may terminate the provisions of this Amendment upon providing written notice to TelCove no earlier than nine (9) months preceding expiration of the Term, provided that such termination shall not become effective prior to April 1, 2008. Upon the effectiveness of such termination, the provisions of this Amendment shall terminate and shall have no force or effect.

(b) Existing Interconnection Arrangements. For those LATAs in which Verizon and TelCove have already implemented network interconnection as of the Effective Date, Verizon may purchase from TelCove the transport facilities mutually agreed by the Parties as identified by the circuit IDs listed on Attachment 2 to this Amendment. The Parties agree that such facilities shall be

used only for the transport of Verizon originated traffic and that notwithstanding any other provision of this Amendment, Verizon shall have no obligation to pay TelCove for such transport facilities under this paragraph to the extent such facilities are used for the transport of traffic originated by TelCove. TelCove shall have the right to bill Verizon (and Verizon shall pay TelCove subject to the applicable payment provisions of the Interconnection Agreements) for the transport facilities identified by the circuit IDs listed on Attachment 2 to this Amendment. TelCove's transport billing for said circuit IDs shall include only the following rate elements: airline mileage (if necessary) within a LATA as identified in Attachment 2; entrance facility (non-distance sensitive); multiplexing, if necessary; and terminations. Notwithstanding any contrary provision in the underlying Interconnection Agreement, the rate for transport facilities TelCove provides to Verizon for the circuit IDs listed on Attachment 2 shall be to the lower of: (i) forty-five percent (45%) of TelCove's then current tariffed intrastate access rate for the applicable transport (said tariffed intrastate access rate as of the Effective Date being set forth in Attachment 2); or (ii) forty-five percent (45%) of Verizon's then current tariffed intrastate access rate for the applicable transport.

In those LATAs where Verizon and TelCove have already implemented network interconnection as of the Effective Date, but for which no transport facilities (circuit IDs) are identified on Attachment 2 to this Amendment, Verizon shall have no obligation to purchase transport facilities from TelCove and TelCove shall have no right to bill Verizon for transport facilities, *provided, however*, in such LATAs, Verizon may elect to purchase transport facilities from TelCove subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment) or self-provision such transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment. In addition, for the LATAs described in this paragraph in which TelCove has adopted an interconnection agreement between Verizon and Level 3 Communications, LLC (a "Level 3 Agreement"), TelCove, as a Receiving Party (as such term is defined in a Level 3 Agreement), shall establish an IP (as that term is defined in the Level 3 Agreement) in accordance with Section 4.2.4.1 of the Level 3 Agreement within one (1) year of the Effective Date.

(c) Most Favored Nation. Notwithstanding the provisions of Section 3(b) above, if TelCove offers to any other customer a discounted transport rate, including but not limited to a discounted rate pursuant to a term and volume commitment, and such discounted transport rate is lower than either (i) forty-five percent (45%) of the Verizon then current tariffed intrastate access rate or (ii) forty-five percent (45%) of TelCove's then current tariffed intrastate access rate, then, provided that Verizon satisfies all conditions required to obtain the discounted transport rate, Verizon may elect to purchase transport at the discounted rate. Following such election, the discounted transport rate shall apply to the Parties' then existing interconnections between Verizon's network and TelCove's switch.

(d) Self-Provisioning. Instead of purchasing transport in accordance with Sections 3(b) or 3(c) above, Verizon may, at its option, disconnect any of the transport facilities between the endpoints identified by the circuit IDs listed in Attachment 2 to this Amendment and effect interconnection pursuant to the applicable terms of the Interconnection Agreements, which the Parties agree, for the Level 3 Interconnection Agreements, are Sections 4.3.4(a) and 4.3.4(b) of such interconnection agreements. Verizon may self-provision via an arrangement in which Verizon places its equipment at a TelCove premises in the LATA, and TelCove provides space and power. For such self-provisioning arrangements that Verizon establishes on or after the Effective Date at a TelCove premises, TelCove shall provide such space and power arrangements at rates that are no less favorable (taken as a whole) than Verizon collocation rates, and under terms and conditions subject to negotiation and mutual agreement by the Parties.

(e) New Interconnections and Incremental Transport Capacity.

(i) New Interconnections. For those LATAs in which Verizon and TelCove have not implemented network interconnection as of the Effective Date, TelCove shall comply with all applicable terms of the Interconnection Agreements governing interconnection architecture.

For the avoidance of any doubt, TelCove shall have no right to bill Verizon (and Verizon shall have no obligation to purchase from or to pay TelCove) for transport facilities from Verizon's network to TelCove's switch in LATAs where the Parties have not implemented network interconnection as of the Effective Date, *provided, however*, in such LATAs, Verizon may elect to purchase transport facilities from TelCove, subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment), or self-provision such transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment.

(ii) Incremental Capacity. Verizon may either purchase any new transport facilities in excess of the transport facilities identified by the circuit IDs listed in Attachment 2, subject to the provisions of paragraph 3(b) of this Amendment (and all other applicable provisions of this Amendment), or self-provision such new transport facilities in accordance with the provisions of paragraph 3(d) of this Amendment.

(f) Grooming. Verizon may request that Telcove disconnect any transport facility between its network and TelCove's switch in any LATA, if, based on reasonable engineering criteria and capacity constraints, such facility is not warranted by the actual traffic volume experienced. In the event Verizon provides Telcove an order requesting disconnection of a transport facility in accordance with this paragraph, TelCove shall immediately cease billing Verizon

transport for the disconnected facility and Verizon shall have no obligation to pay TelCove transport for the applicable circuit.

(g) Direct Trunking. Notwithstanding any other provision of the Interconnection Agreements, the Parties agree as follows with respect to the obligation of a Party originating traffic on its network to establish direct trunking to the End Office of a Party receiving such traffic on its network:

A Party that originates traffic on its network (an "Originating Party") must establish direct trunking to the End Office (which may have a Tandem-routed overflow) of the Party receiving such traffic on its network (the "Receiving Party"), by self-provisioning, purchasing transport rated as unbundled dedicated interoffice transport (subject to the provisions set forth hereinbelow) from the Receiving Party, or purchasing transport from a third party, if the Section 251(b)(5) Traffic and ISP-Bound Traffic destined for that End Office exceeds the CCS busy hour equivalent of two (2) DSIs for any three (3) months during any six (6) month period. Notwithstanding the foregoing, if TelCove is the Originating Party and it establishes direct trunking to a Verizon End Office by purchasing transport from Verizon, then such transport shall be rated as unbundled dedicated interoffice transport only if Verizon is required to provide unbundled dedicated interoffice transport by the Federal Unbundling Rules. If Verizon is not required by the Federal Unbundling Rules to provide such transport, then transport that TelCove purchases from Verizon to establish direct trunking shall be rated at Verizon's then current tariffed intrastate access rates (or tariffed interstate access rates, where the endpoints of the purchased transport are interstate and intraLATA), minus any applicable tariffed discounts.

Verizon shall satisfy its End Office trunking obligation by handing off traffic via a direct trunk that is not switched at a Verizon Tandem.

In the event TelCove fails to comply with the end office trunking requirement described in this Section, the rate that TelCove shall pay to Verizon for the termination of Section 251(b)(5) Traffic and the delivery of ISP-Bound Traffic shall be determined as follows: (a) for direct (non-switched) end office trunks delivered to Verizon at the Verizon Tandem wire center that is subtended by the Verizon End Office serving the Customer location receiving the call, TelCove shall pay Verizon the then-prevailing Verizon End Office reciprocal compensation rate in the state (as set forth in Verizon's standard price schedule, as amended), plus \$.0007 per minute of use; and (b) for Tandem-switched trunks delivered to Verizon at the Verizon Tandem Wire Center that is subtended by the relevant Verizon End Office, TelCove shall pay Verizon the then-prevailing Verizon Tandem reciprocal compensation rate in the state (as set forth in Verizon's standard price schedule, as amended), provided,

however, that in the event TelCove has properly forecasted and ordered the required trunking from Verizon and Verizon has been unable to provision the ordered trunking, TelCove shall not be obligated to pay the higher Tandem rate until Verizon is able to provide the requested trunking.

(h) **Commingling.** Notwithstanding any contrary provision in the underlying Interconnection Agreement, Verizon shall allow TelCove to convert its existing enhanced extended links (EELs) to special access without regard to any resulting commingling.

4. Compensation for Local and ISP-Bound Traffic.

(a) **General.** The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic shall be governed by the terms of the Order on Remand, the Forbearance Order, and other applicable FCC orders and FCC regulations. As of the Effective Date, the intercarrier compensation rate applicable to ISP-Bound Traffic under the Order on Remand is \$.0007/mou. ISP-Bound Traffic originated by one Party and handed off to the other Party shall be billed by the receiving Party and paid by the originating Party at such rate. In the event a change in Applicable Law modifies the Order on Remand or the Forbearance Order, then the Parties shall promptly negotiate in good faith amendments to the Interconnection Agreements to conform the Interconnection Agreements to the change in law.

(b) **FCC's Optional Reciprocal Compensation Plan.** The Parties acknowledge that: (i) pursuant to paragraph 89 of the Order on Remand, Verizon has offered TelCove an optional reciprocal compensation rate plan for Local Traffic, under which Section 251(b)(5) Traffic exchanged between Verizon and TelCove will be subject to compensation at the same rate applicable to the delivery of ISP-Bound Traffic under the Order on Remand; and (ii) TelCove has elected to accept Verizon's optional reciprocal compensation rate plan offer. In accordance with TelCove's election, the reciprocal compensation rate that shall apply to the transport and termination of Section 251(b)(5) Traffic by either Party shall be \$.0007 per minute of use, until the FCC takes further action. Said \$.0007 per minute of use rate shall apply in a symmetrical manner and shall replace and apply in lieu of the reciprocal compensation or local call termination rate set forth in the pricing attachment or exhibit to the Interconnection Agreements.

(c) **V/FX Traffic.** The Parties agree to disagree on the issue whether reciprocal compensation, access, transport, or other charges apply to the exchange of V/FX Traffic, and each Party reserves its rights with respect to this issue, including the right to argue its position on the issue before the state commission, or before any court or other governmental body with competent jurisdiction, *provided, however*, if the state commission issues or has issued a generic order that determines the treatment of V/FX Traffic, including a determination that

V/FX Traffic arrangements are prohibited in the state, then the Parties shall abide by the terms of such generic order.

(i) Vermont V/FX Traffic.

A. To the extent that either Party is prohibited by order of the Public Service Board of Vermont (the "Vermont Commission") from providing V/FX Traffic arrangements in Vermont, such Party shall abide by the terms of such order.

B. The terms of this paragraph 4(c)(i) B shall apply only to the extent that the provision of V/FX Traffic arrangements in Vermont is permitted by order of the Vermont Commission.

Notwithstanding the reservation of rights in Section 4(c) above, the Parties agree that fifty percent (50%) of the Verizon originated traffic sent to TelCove in Vermont is V/FX Traffic and that Verizon shall have no obligation to pay TelCove reciprocal compensation for Verizon originated V/FX Traffic, *provided, however*, the each Party reserves its rights (in accordance with paragraph 4(c) above) with respect to whether Verizon, as the Party originating such V/FX Traffic, may charge TelCove access, transport, or other charges for such traffic.

No more than once during any consecutive twelve month period following the Effective Date, either Party may request that the parties recalculate and reset the foregoing fifty percent (50%) presumption by providing written notice to the other Party, which notice shall include reasonably detailed information and/or data supporting the requested change. Upon delivery of the written notice provided pursuant to this section, the Parties shall engage in good faith negotiations for a period not exceeding thirty (30) days to determine whether or not to change the fifty percent (50%) (or other reset percentage) presumption. If the Parties agree to change the presumption within such thirty (30) day period, then they shall enter an amendment to the Interconnection Agreement reflecting the change, which shall apply prospectively from the delivery date for the notice provided pursuant to this paragraph. If they fail to agree within such thirty (30) day period, then either of them may invoke the dispute resolution provisions of the applicable Interconnection Agreement for Vermont, and during such dispute resolution proceeding, the 50% presumption shall continue to apply until a different presumption is established.

5. Scope of Amendment. Except to the extent set forth in Sections 1 through 4 of this Amendment, the rates, charges and other provisions of the Interconnection Agreement shall remain in full force and effect after the Effective Date.

6. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreements to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of any Interconnection Agreement, this Amendment shall govern.

7. 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.

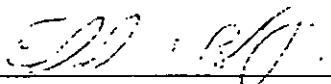
8. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

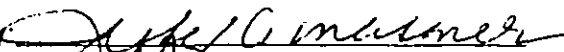
9. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

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

THE TELCOVE PARTIES

THE VERIZON PARTIES

By: 

By: 

Printed: Edward E. Babcock, Jr.

Printed: Jeffrey A. Masoner

Title: Vice President and Chief Financial Officer

Title: Vice President, Interconnection Services Policy & Planning

Date: December 28, 2004

Date: December 28, 2004

Attachment 1

State	Adelphia/TelCove Affiliate Legal Entity Name	Verizon Affiliate Legal Entity Name	Effective	Amendment #
DC	TelCove Operations, Inc.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	12/25/2001	Two
DE	TelCove Operations, Inc.	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	12/25/2001	Two
FL	TelCove Investment, LLC	Verizon Florida Inc., f/k/a GTE Florida Incorporated	4/21/1999	One
IL	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated	6/23/1999	One
MD	TelCove Operations, Inc.	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	7/17/2002	Two
MI	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated, Contel of the South, Inc., d/b/a Verizon North Systems	7/7/1999	One
NC	TelCove Operations, Inc.	Verizon South Inc., f/k/a GTE South Incorporated	6/16/2000	Two
NH	TelCove Operations, Inc.	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	12/25/2001	Two
NJ	TelCove Investment, LLC	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	1/14/1997	Three
NY	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove Atlantic, Inc.	Verizon New York Inc., f/k/a New York Telephone Company	12/25/2001	Two
OH	TelCove Operations, Inc.	Verizon North Inc., f/k/a GTE North Incorporated	6/10/1999	One
PAe	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove of Pennsylvania, Inc.; Susquehanna Adelphia Business Solutions d/b/a TelCove; TelCove of Eastern Pennsylvania	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	12/25/2001	Two
PAw	TelCove Operations, Inc.; TelCove Investment, LLC; TelCove of Pennsylvania, Inc.; Susquehanna Adelphia Business Solutions d/b/a TelCove; TelCove of Eastern Pennsylvania	Verizon North Inc., f/k/a GTE North Incorporated	4/19/2002	One
TX	TelCove Operations, Inc.	GTE Southwest Incorporated, d/b/a Verizon Southwest	5/3/2000	Two
VAe	TelCove of Virginia, LLC	Verizon Virginia Inc., f/k/a Bell Atlantic - Virginia, Inc.	1/14/1997	Two

State	Adelphia/TelCove Affiliate Legal Entity Name	Verizon Affiliate Legal Entity Name	Effective	Amendment #
VAw	TelCove of Virginia, LLC	Verizon South Inc., f/k/a GTE South Incorporated	11/13/1998	One
VT	TelCove of Vermont, Inc. and TelCove Atlantic, Inc.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont	12/14/2001	Two
WV	TelCove Operations, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic-West Virginia Inc.	12/14/2001	Three

ATTACHMENT 2

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

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FEB 2 2005

PA PUBLIC UTILITY COMMISSION
SECTION 100

DATE: March 10, 2005

SUBJECT: A-310470F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

DOCKETED
MAR 24 2005

**DOCUMENT
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND
TELCOVE OF PENNSYLVANIA, INC. (F/K/A ADELPHIA BUSINESS
SOLUTIONS OF PENNSYLVANIA, 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 March 26, 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

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and
TelCove of Pennsylvania, Inc. (f/k/a Adelphia
Business Solutions of Pennsylvania, Inc.) for
Approval of Amendment No. 2 to an Interconnection
Agreement Under Section 252(e) of The
Telecommunications Act of 1996.
Docket Number: A-310470F7000.

DOCKETED
MAR 24 2005

Verizon Pennsylvania Inc. and TelCove of Pennsylvania, Inc. (f/k/a Adelphia Business Solutions of Pennsylvania, Inc.), by its counsel, filed on February 28, 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 Pennsylvania Inc. and TelCove of Pennsylvania, Inc. (f/k/a Adelphia Business Solutions of Pennsylvania, 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

James J. McNulty
Secretary

DOCUMENT
FOLDER

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05 MAR 11 PM 1:37
PA. CODE & BULLETIN