

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 10/14/03
8. DOCKET NO: A-311163 F7001	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: AT&T COMMUNICATIONS OF PA LLC

COMP/APP COUNTY: UTILITY CODE: 311163

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON NORTH INC. AND AT & T COMMUNICATIONS OF PENNSYLVANIA, INC. FOR APPROVAL OF AMENDMENT NO. 2 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
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OCT 16 2003

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12/10/04 JOINT PETITION OF VERIZON NORTH INC. AND AT&T COMMUNICATIONS OF PENNSYLVANIA FOR APPROVAL OF AMENDMENT NO. 3 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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.... 12/10/04 JOINT PETITION OF VERIZON NORTH INC. AND AT&T COMMUNICATIONS OF PENNSYLVANIA FOR APPROVAL OF AMENDMENT NO. 3 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 09/30/05 JOINT PETITION OF VERIZON NORTH INC. AND AT&T COMMUNICATIONS OF PENNSYLVANIA FOR APPROVAL OF AMENDMENT NO. 4 TO THE INTERCONNECTIN AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

.... 11/13/07 JOINT PETITION OF VERIZON NORTH INC. AND AT&T COMMUNICATIONS OF PENNSYLVANIA FOR APPROVAL OF AMENDMENT NO. 5 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

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Daniel E. Monagle
Assistant General Counsel
Pennsylvania

ORIGINAL

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1717 Arch Street, 32NW
Philadelphia, PA 19103

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

October 14, 2003

VIA UPS EXPRESS MAIL

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

DOCUMENT
RECORDED

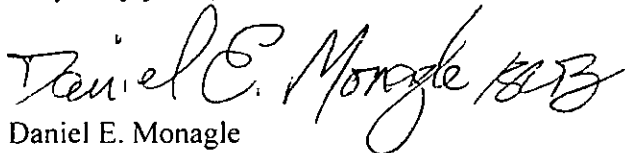
RE: Application of AT&T Communications of Pennsylvania, inc.
for arbitration of an Interconnection Agreement with
Verizon North Inc. (formerly GTE North, Inc.)
Dkt. No. ~~A-310125~~ A-311163 F 7001

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 2 to the Interconnection Agreement between AT&T Communications of Pennsylvania, Inc. and Verizon North Inc. (formerly GTE North, Inc.) which Agreement was filed with the Commission on July 9, 1999 and approved by the Commission by Order following the Commission's public meeting of September 30, 1999. This Amendment should be attached to and be made part of the July 9, 1999 filed agreement. Although the Amendment is effective as of May 30, 2003 the parties only recently have signed the Amendment, with the more recent of the two parties' signatures having been made on September 23, 2003.

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

Very truly yours,


Daniel E. Monagle

DEM/slb
Enclosure

cc: Steve Sisk, Esquire (via UPS Express Mail)
Attached Service List

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OCT 14 2003

AMENDMENT NO. 2

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON NORTH INC.,
f/k/a GTE NORTH INCORPORATED

and

AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.

A-311163 F7001

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OCT 16 2003

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This Amendment No. 2 (this "Amendment") shall be deemed effective on and as of May 30, 2003 (the "Effective Date") by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and AT&T Communications of Pennsylvania, Inc. with offices at One ATT Way, Bedminster, NJ 07921 ("AT&T"). Verizon and AT&T are referred to herein collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Verizon service territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated October 12, 1999 (the "Agreement");

WHEREAS, AT&T has requested that the Parties amend the Agreement to provide for "Line Splitting" (as defined herein);

WHEREAS, Verizon is prepared to provide for Line Splitting on the terms and conditions set forth herein but, notwithstanding any other provision of this Amendment or otherwise, only to the extent required by Applicable Law (which term, for the avoidance of any doubt, includes, without limitation, the impending rules, once they become effective and, as they are amended and in effect from time to time, of the FCC in CC Docket Nos. 01-338, 96-98 and 98-147).

WHEREAS, the Parties entered into a Settlement Agreement Between AT&T Communications of Pennsylvania, Inc. and Verizon North Inc. (the "Settlement Agreement") to resolve a dispute regarding the rates Verizon charges to AT&T for unbundled network elements ("UNEs") in Docket Nos. A-310125F0002, R-00963666 and R-00963666C0001.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) Amendment to the Agreement. The Parties amend the Agreement as follows:
 - a) The following paragraph shall be added to Attachment 2 (Service Description: Unbundled Network Elements) of the Agreement:

Section 3.6 Line Splitting

AT&T may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, AT&T may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and Digital Subscriber Line Access Multiplexer ("DSLAM") equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their respective interconnection agreement(s). AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. AT&T or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent AT&T seeks to migrate an existing UNE-P Combination to a Line Splitting configuration using the same Network Elements utilized in the pre-existing UNE-P Combination, it may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. Notwithstanding any provision of this Agreement or otherwise, the foregoing Verizon obligations (and CLEC rights) in connection with Line Splitting shall apply only to the extent Verizon is required to undertake such obligations and the CLECs have such rights, in each case under Applicable Law. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement to terminate its provision of Line Splitting (or an applicable network element) and, notwithstanding any other provision of this Agreement or otherwise, if Verizon provides Line Splitting to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Line Splitting arrangements (or an applicable network element), Verizon may terminate its provision of such Line Splitting arrangements (or applicable network element) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days'

notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days."

- b) The following definitions shall be added to Part IV, Attachment 11 of the Agreement:

"xDSL" is as defined and offered in this Agreement. The small "x" before the letters *DSL* signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor."

- c) Limitations. Notwithstanding anything set forth in the Agreement:

(i) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network element under Applicable Law, or (B) a network element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 Verizon's obligations or AT&T's rights under the Agreement, this Amendment or Applicable Law.

(ii) Notwithstanding anything set forth in the Agreement, this Amendment or otherwise, Verizon shall be required to provide Line Splitting (or a network element on an unbundled basis) only where necessary facilities are available.

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

(i) Verizon shall provide access to Line Splitting subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Line Splitting, collectively, the "Rates" and, individually, a "Rate"), which Rates, as of the Effective Date hereof, are described in the Settlement Agreement.

- 2) Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the 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 Agreement, this Amendment shall govern, *provided, however*, that the fact that a

term or provision appears in this Amendment but not in the Agreement, or in the 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 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 Agreement shall remain in full force and effect after the Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.

VERIZON NORTH INC.

By: *Cynthia Batchelder*

By: *Jeffrey A. Masoner*

Printed: Cynthia Batchelder

Printed: Jeffrey A. Masoner

Title: Regional Vice President – Local Services and Access Management

Title: Vice President – Interconnection Services Policy and Planning.

Date: *August 20, 2005*

Date: 9/23/03

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
4321 92nd Avenue N.W.
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

Carol Pennington
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

H. R. Brown
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
Commonwealth Keystone Bldg
400 North Street
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 WorldCom
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

Julie Kaminski Corsig
Davis Wright & Tremaine
1500 K Street, NW
Suite 450
Washington, DC 20005

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

* Pennsylvania Telephone Association has requested not to receive hardcopies, so none has been sent

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: October 16, 2003

SUBJECT: A-311163 F7001

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

JOINT PETITION OF VERIZON NORTH INC. AND AT & T COMMUNICATIONS 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 November 1, 2003. Comments are due on or before 10 days after the publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

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

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon North Inc. and AT & T Communications 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-311163F7001.

Verizon North Inc. and AT & T Communications of Pennsylvania, Inc., by its counsel, filed on October 14, 2003, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 2 to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the Verizon North Inc. and AT & T Communications 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.

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BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

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