

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: OSA
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-311140 F7000
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 04/21/03
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: COMCAST PHONE OF PENNSYLVANIA

COMP/APP COUNTY: UTILITY CODE: 311140

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOM-MUNICATIONS ACT OF 1996.

DOCKETED  
APR 25 2003

DOCUMENT  
FOLDER

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: OSA	:	
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PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

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ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.....

..... 04/09/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

CAPTION SHEET

USE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
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- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
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PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: COMCAST PHONE OF PENNSYLVANIA

COMP/APP COUNTY: UTILITY CODE: 311140

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.

..... 04/09/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

..... 06/02/04 JOINT PETITION OF VERIZON PENNSYLVANIA AND COMCAST PHONE OF PENNSYLVANIA, LLC ( F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC) FOR APPROVAL OF ADOPTION OF AMENDMENT "A" TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.

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: 04/21/03
8. DOCKET NO: A-311140 F7000	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: COMCAST PHONE OF PENNA. LLC

COMP/APP COUNTY: UTILITY CODE: 311140

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOM-MUNICATIONS ACT OF 1996.....

..... 04/09/04 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC. (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC.) FOR APPROVAL OF AMENDMENT NO. 1 TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

..... 06/02/04 JOINT PETITION OF VERIZON PENNSYLVANIA AND COMCAST PHONE OF PENNSYLVANIA, LLC ( F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC) FOR APPROVAL OF ADOPTION OF AMENDMENT "A" TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.....

..... 09/21/06 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMCAST PHONE OF PENNSYLVANIA, LLC (F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC) FOR APPROVAL OF ADOPTION OF AMENDMENT NO. 2 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.

**DOCKETED**  
 SEP 27 2006

**DOCUMENT  
 FOLDER**

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

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April 21, 2003

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

VIA UPS OVERNIGHT

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

DOCUMENT  
FOLDER

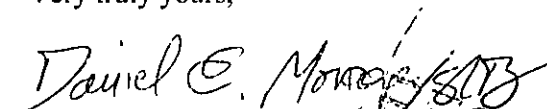
RE: Joint Filing of Verizon Pennsylvania Inc.  
and Comcast Phone of Pennsylvania, LLC  
(f/k/a AT&T Broadband Phone of Pennsylvania, LLC)  
of Adoption of an Interconnection Agreement  
Docket No. A-311140 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Joint Filing of Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (formerly known as AT&T Broadband Phone of Pennsylvania, LLC), of Adoption of an Interconnection Agreement. The Interconnection Agreement adopted is the Interconnection Agreement between Bell Atlantic – Pennsylvania, Inc. (now known as Verizon Pennsylvania Inc.) and TCG Pittsburgh, which the Commission approved by order dated May 27, 1997 in Case No. A-310213F0002. Since the date of the signing of the adoption letter AT&T Broadband Phone of Pennsylvania, LLC has changed its name to Comcast Phone of Pennsylvania, LLC; the Joint Petition reflects that new name. The parties recognize that the adoption has not been submitted to the Commission since its effective date, and file it now to cure that.

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: Rian Wren (Via UPS Overnight)  
Dennis Hruska (Via UPS Overnight)  
Attached Service List

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APR 21 2003  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

102

**JOINT FILING OF VERIZON PENNSYLVANIA INC. )**  
**AND COMCAST PHONE OF PENNSYLVANIA, LLC )**  
**(F/K/A AT&T BROADBAND PHONE OF )**  
**PENNSYLVANIA, LLC) OF ADOPTION OF AN )**  
**INTERCONNECTION AGREEMENT UNDER SECTION )**  
**252(i) OF THE TELECOMMUNICATIONS ACT OF 1996 )**

PUC Docket No. A-31140  
 F 7000

**JOINT FILING**

Verizon Pennsylvania Inc. ("Verizon PA") and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC) ("Comcast Phone") respectfully submit to the Commission, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "1996 Act")<sup>1</sup>, the attached adoption letter dated as of November 11, 2002 (the "Adoption"). The Adoption provides for the interconnection of the two companies' networks and makes available to Comcast Phone access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon PA.

**THE PARTIES**

1. Verizon PA is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.
2. Comcast Phone is a competitive local exchange carrier that is authorized to provide local telephone service in Pennsylvania consistent with appropriate legal requirements established by the Commission.

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 APR 21 2003  
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 SECRETARY'S OFFICE

<sup>1</sup>Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

## THE ADOPTION

3. Comcast Phone has exercised its right under Section 252(i) of the 1996 Act to opt into the Verizon PA/TCG Pittsburgh Interconnection Agreement which the Commission approved on May 22, 1997 in Case No. A-310213F0002. Under the Adoption, Comcast Phone has agreed that it will be bound by the terms of the Verizon PA/TCG Pittsburgh Interconnection Agreement as such agreement is in effect on the date hereof after giving effect to operation of law.

4. The Adoption sets forth the terms, conditions and prices under which Verizon PA and Comcast Phone will offer and provide network interconnection, reciprocal call termination for local traffic, access to network elements, ancillary network services, and wholesale telecommunications services available for resale to each other within each Local Access and Transport Area ("LATA") in which they both operate in Pennsylvania.

5. Key provisions of the Adoption provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates of \$.001723 or \$.002814 per minute of use, depending on where traffic is terminated on the Verizon PA and Comcast Phone networks;
- (ii) Unbundled loops -- providing Comcast Phone access to existing Verizon PA customers -- based on a rate methodology specified in the Agreement;
- (iii) Customers to retain their telephone numbers when they switch to Comcast Phone;
- (iv) Including Comcast Phone customers' primary listings in the appropriate alphabetical directory ("White Pages") and, for business customers, in the appropriate classified directory ("Yellow Pages");
- (v) The resale of Verizon PA telecommunications services for a wholesale discount of 23.43% or 25.69% (depending upon whether Comcast Phone provides its own operator services);
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon PA to Comcast Phone equal to the level of service provided by Verizon PA to its own end-user customers and other telecommunications carriers.

## COMPLIANCE WITH THE 1996 ACT

6. If the Commission determines that it wishes to (or must) review the Adoption under the 1996 Act or otherwise, it is the parties' view that the Adoption satisfies the requirements for Commission approval (to the extent that they would apply) pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

The State commission may only reject ... an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

7. First, the Adoption does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(a)(i). To the contrary, any other telecommunications carrier authorized to provide local telephone service in Pennsylvania may obtain the interconnection, unbundling and resale arrangement specified in the underlying interconnection agreement that is the subject of the Adoption on the same terms and conditions (assuming that none of the exclusions to opt-in rights under Section 252(i) of the 1996 Act would apply). Nonetheless, other carriers are not bound by the terms of such interconnection agreement and remain free to negotiate with Verizon PA pursuant to Section 252 of the 1996 Act.

8. Second, the Adoption is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii). It is an important step towards allowing Comcast Phone to compete with Verizon PA as a facilities-based local telephone service carrier for both residential and business customers.

#### **APPROVAL OF THE AGREEMENT**

9. Verizon PA and Comcast Phone respectfully request that, if the Commission chooses to review the Adoption, it expedite such review to facilitate implementation of competition in the



local exchange market. Although under Section 252(e)(4) of the 1996 Act, the Commission has 90 days to approve or reject the Agreement, Verizon PA and Comcast Phone request that the Commission act sooner than that date if at all possible, if it chooses to review the Adoption.

WHEREFORE, Verizon PA and Comcast Phone respectfully submit the attached

Adoption pursuant to Section 252(i) of the 1996 Act.

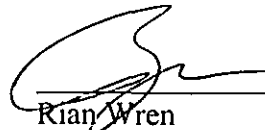
Respectfully submitted,



Julia A. Conover  
Vice President and General Counsel  
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Verizon Pennsylvania Inc.  
1717 Arch Street, 32N  
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Tel. (215) 963-6001  
Fax (215) 563-2658

Of Counsel  
Jack H. White

Attorneys For  
Verizon Pennsylvania Inc.



Brian Wren  
Executive Vice President  
Comcast Phone-Business Management  
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Tel. (215) 320-7979

Comcast Phone of Pennsylvania, LLC  
(f/k/a AT&T Broadband Phone of  
Pennsylvania, LLC)

DATED: April 21, 2003

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

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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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APR 21 2003

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DATE: April 25, 2003  
SUBJECT: A-311140F7000  
TO: Office of Special Assistants  
FROM: James J. McNulty, Secretary *KB*

DOCUMENT  
FOLDER

DOCKETED  
APR 25 2003

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND  
COMCAST PHONE OF PENNSYLVANIA, LLC (F/K/A/ AT&T BROADBAND  
PHONE OF PENNSYLVANIA, LLC) FOR APPROVAL OF ADOPTION OF AN  
INTERCONNECTION AGREEMENT UNDER SECTION 252(i) OF THE  
TELECOMMUNICATIONS ACT OF 1996.

---

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

Enclosed is a copy of the notice that we provided to  
the Pennsylvania Bulletin to be published on May 10, 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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED

APR 25 2003

NOTICE TO BE PUBLISHED

DOCUMENT  
FOLDER

Joint Petition of Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC) for Approval of Adoption of an Interconnection Agreement Under Section 252(i) of The Telecommunications Act of 1996.

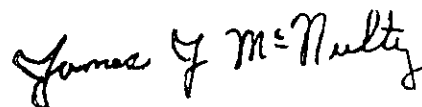
Docket Number: A-311140F7000.

Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC), by its counsel, filed on April 21, 2003, at the Public Utility Commission, a Joint Petition for approval of Adoption of an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

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

BY THE COMMISSION



James J. McNulty  
Secretary

INVOICE & BULLETIN

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LEGISLATIVE REFERENCE  
BUREAU

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



April 9, 2004

1717 Arch Street, 32NW  
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Tel: (215) 963-6004  
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**VIA UPS OVERNIGHT**

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FOLDER

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APR - 9 2004

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

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of Verizon Pennsylvania Inc.  
and Comcast Phone of Pennsylvania, LLC  
(f/k/a AT&T Broadband Phone of Pennsylvania, LLC)  
of Adoption of an Interconnection Agreement  
Docket No. A-311140F7000

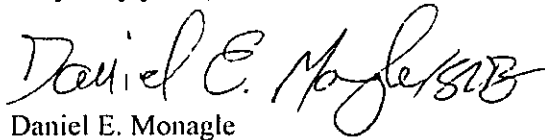
DOCUMENT  
FOLDER

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 1 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (formerly known as AT&T Broadband Phone of Pennsylvania, LLC), which Agreement was filed with the Commission on April 21, 2003 and approved by the Commission by Order dated June 17, 2003. This Amendment should be attached to and be made part of the April 21, 2003 filed agreement. The Amendment is effective March 1, 2004, and was signed by the second of the two signers on March 10, 2004.

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: Beth Choroser  
Attached Service List

114

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.,  
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.

and

COMCAST PHONE OF PENNSYLVANIA, LLC,  
F/K/A AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC

FOR PENNSYLVANIA

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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APR 16 2004

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This Amendment No. 1 (this "Amendment") is effective March 1, 2004 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., formerly known as Bell Atlantic – Pennsylvania, Inc. ("Verizon"), and Comcast Phone of Pennsylvania, LLC, formerly known as AT&T Broadband Phone of Pennsylvania, LLC ("Comcast"). (Verizon and Comcast may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Comcast adopt the terms of the arbitrated Interconnection Agreement between TCG Pittsburgh ("TCG") and Verizon under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective November 25, 2002 (the "Agreement"); and

WHEREAS, on April 18, 2001, in 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, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate

applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Comcast has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

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

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.7 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Local Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Appendix A, Sections A.1, and Notes 1,2 and 3).

1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.4 [INTENTIONALLY LEFT BLANK]

1.1.1.5 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC Regulations, or by the FCC, subject to a stay or other



order issued by any court of competent jurisdiction. Verizon shall provide notice of new rates pursuant to Section 29.10 of the agreement.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.
- 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 22, Term

and Termination and Section 28, "Compliance with Laws; Regulatory Approval") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement 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 the Agreement, this Amendment shall govern.

5. 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.

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

COMCAST PHONE  
OF PENNSYLVANIA, LLC

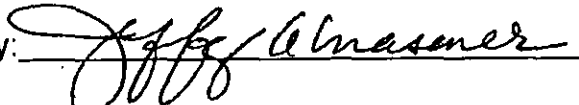
VERIZON PENNSYLVANIA INC.

By: \_\_\_\_\_



Printed: Rian Wren

By: \_\_\_\_\_



Printed: Jeffrey A. Masoner

Title: Senior Vice President

Title: Vice-President - Interconnection  
Services Policy & Planning

Date: \_\_\_\_\_

3/4/04

Date: \_\_\_\_\_

3/10/04

ATTACHMENT 1

**A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Local Traffic Termination<sup>1</sup></b> Local Traffic Delivered at Verizon Interconnection Point	Amendment Effective Date and thereafter -- \$0.0007 per minute of use	Not Applicable

---

<sup>1</sup> The charges for Local Traffic Termination set out in this Section A.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's 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, 16 FCC Rcd 9151 (4/18/01). The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

**B. COMCAST SERVICES, FACILITIES, AND ARRANGEMENTS:**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Local Traffic Termination<sup>2</sup></b> Local Traffic Delivered at Comcast Interconnection Point	Amendment Effective Date and thereafter -- \$0.0007 per minute of use	Not Applicable.

---

<sup>2</sup> The charges for Local Traffic Termination set out in this Section B.I, "Local Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's 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, 16 FCC Rcd 9151 (4/18/01). The charges for Local Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to Comcast for Local Traffic Termination set out in Section A.I. In the event of any change in the charges for Local Traffic Termination set out in Section A.I, the charges for Local Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Local Traffic Termination set out in Section A.I. The Local Traffic Termination per minute of use charge billed by Comcast to Verizon shall not exceed the Local Traffic Termination per minute of use charge billed by Verizon to Comcast. The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

SERVICE LIST

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

William Lloyd  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second 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

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

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

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

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

**RECEIVED**

APR - 9 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DATE: April 14, 2004

SUBJECT: A-311140F7000

**DOCKETED**  
APR 16 2004

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

**DOCUMENT  
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND  
COMCAST PHONE OF PENNSYLVANIA, LLC (F/K/A/ AT&T BROADBAND  
PHONE OF PENNSYLVANIA, LLC) FOR APPROVAL OF AMENDMENT NO. 1  
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. 1 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 April 24, 2004.  
Comments are due on or before 10 days after the publication  
of this notice.

This matter is assigned to your Office for appropriate  
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

**DOCKETED**  
APR 16 2004

Joint Petition of Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC) for Approval of Amendment No. 1 to an Interconnection Agreement Under Section 252(e) of The Telecommunications Act of 1996.

Docket Number: A-311140F7000.

**DOCUMENT  
FOLDER**

Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC), by its counsel, filed on April 9, 2004, at the Public Utility Commission, a Joint Petition for approval of Amendment No. 1 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 Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, 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.

BY THE COMMISSION

*James J. McNulty*

James J. McNulty  
Secretary

LEGISLATIVE BUREAU

04 APR 14 PM 3:36

RECEIVED  
LEGISLATIVE REFERENCE  
BUREAU

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania



ORIGINAL

1717 Arch Street, 32N  
Philadelphia, PA 19103

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

June 2, 2004

VIA UPS EXPRESS MAIL

RECEIVED

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

DOCUMENT  
FOLDER

JUN 02 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of Verizon Pennsylvania Inc. and  
Comcast Phone of Pennsylvania, LLC  
(f/k/a AT&T Broadband Phone of Pennsylvania, LLC)  
of Adoption of an Interconnection Agreement  
Dkt. No. A-31140F7000 A-31140 F7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) true and correct copies of Amendment "A" to the Interconnection Agreement between Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (formerly known as AT&T Broadband Phone of Pennsylvania, LLC), which Adoption was filed with the Commission on April 21, 2003 and subsequently approved by the Commission by Order dated June 17, 2003. Although this Amendment takes the form of an adoption, pursuant to Paragraph (D) the document is intended as an Amendment, which should be attached to and be made part of the April 21, 2003 filed Agreement. Although this Amendment is effective April 9, 2004, the Amendment was signed on May 3, 2004. As evidenced by the cc: below, notice of this filing is being provided to Comcast Phone of Pennsylvania, LLC.

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

Very truly yours,

Daniel E. Monagle

DEM/slb  
Enclosure

cc: Beth Choroscr, Director – Regulatory, Comcast Phone (via UPS Overnight Delivery)  
Attached Service List

34



AMENDMENT "A"

Z

Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy and Planning  
Wholesale Marketing



2107 Wilson Boulevard  
Arlington, VA 22201

Phone 703 974-4610  
Fax 703 974-0314  
jeffrey.a.masoner@verizon.com

A-311140 F-1000

RECEIVED

JUN 02 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

April 8, 2004

Rian Wren  
Senior Vice President and General Manager  
Comcast Phone of Pennsylvania, LLC  
1500 Market Street  
Philadelphia, PA 19102

DOCKETED  
JUL 07 2004  
DOCUMENT  
FOUNDER  
DOCUMENT

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Wren:

Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Comcast Phone of Pennsylvania, LLC ("Comcast Phone"), a Delaware corporation, with principal place of business at 1500 Market Street, Philadelphia, Pennsylvania 19102, wishes to adopt the terms of the Supplemental Agreement No. 1 between Comcast Business Communications, Inc., f/k/a Comcast Telecommunications, Inc. ("CBC") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Comcast Phone has a copy of the Terms, which, in any event, are attached hereto as Appendix 1. Please note the following with respect to Comcast Phone's adoption of the Terms.

1. By Comcast Phone's countersignature on this letter, Comcast Phone hereby represents and agrees to the following five points:

- (A) Comcast Phone adopts (and agrees to be bound by) the Terms of the CBC/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms,

agrees that Comcast Phone shall be substituted in place of Comcast Business Communications, Inc., f/k/a Comcast Telecommunications, Inc., CBC and CTI in the Terms wherever appropriate.

- (B) Notice to Comcast Phone and Verizon as may be required under the Terms shall be provided as follows:

To: John G. Sullivan  
Vice President  
Comcast Phone of Pennsylvania, LLC  
1500 Market Street  
Philadelphia, PA 19102  
Telephone Number: 215-320-8816  
Facsimile Number: 215-981-8508

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: [wmnotices@verizon.com](mailto:wmnotices@verizon.com)

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (C) Comcast Phone represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in the Commonwealth of Pennsylvania only.
- (D) Comcast Phones's adoption of the Terms shall be an amendment to the interconnection agreement between Verizon and Comcast Phone currently in force in the Commonwealth of Pennsylvania (the "Original ICA") and the Original ICA as amended by Comcast Phone's adoption of the Terms shall be referred to as the "Amended and Restated Interconnection Agreement." The Amended and Restated Interconnection Agreement is not intended to be, nor shall it be construed to create, a novation or accord

and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

(E) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to Comcast Phone's adoption of the Terms (provided, however, that for avoidance of doubt, the rates for reciprocal compensation shall continue to be as set forth in Amendment No. 1 to the existing Interconnection Agreement between Verizon and Comcast Phone). Comcast Phone should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. Comcast Phone's adoption of the CBC Terms shall become effective on April 9, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of Comcast Phone. The term and termination provisions of the CTI/Verizon agreement shall govern Comcast Phone's adoption of the Terms.
3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Comcast Phone's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny Comcast Phone's adoption and/or application of the Terms, in whole or in part, at any time:

- (a) when the costs of providing the Terms to Comcast Phone are greater than the costs of providing them to CBC;
  - (b) if the provision of the Terms to Comcast Phone is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to Comcast Phone under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>
7. Should Comcast Phone attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Comcast Phone under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws,

<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.


including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Comcast Phone's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of Comcast Phone resulting from Comcast Phone's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

**SIGNATURE PAGE**

Please arrange for a duly authorized representative of Comcast Phone to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA INC.

  
\_\_\_\_\_  
Jeffrey A. Masoner

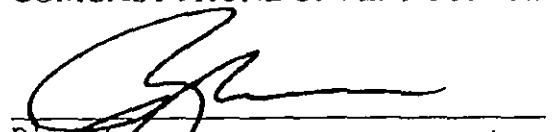
Vice President – Interconnection Services Policy & Planning

5/3/04  
(DATE)

Paragraphs 3 through 8 represent Verizon's position with respect to the matters addressed therein. Comcast Phone does not concede the positions taken by Verizon in those paragraphs and reserves the right to take contrary positions and action with respect to any or all matters arising under those paragraphs. This reservation of rights on the part of Comcast may, include, without limitation, any matter arising under the FCC's Order On Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002); and the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In re Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001.

Reviewed and countersigned as to points A, B, C, D and E of paragraph 1:

COMCAST PHONE OF PENNSYLVANIA, LLC

  
\_\_\_\_\_  
Rian Wren  
Senior Vice President & General Manager

c: Stephen Hughes – Verizon

SUPPLEMENTAL AGREEMENT NO. 1

A-311140 F 7000

RECEIVED

to the

ADOPTED TERMS

JUN 02 2004

between

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.

and

COMCAST TELECOMMUNICATIONS, INC.

This Supplemental Agreement No. 1 (this "Agreement") is made this 23rd day of February 2001 (the "Effective Date") by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania Inc. a Pennsylvania corporation ("Verizon"), and Comcast Telecommunications, Inc., a Pennsylvania corporation ("Comcast"). (Verizon and Comcast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Comcast has previously adopted terms of the Interconnection Agreement between Verizon and US West Interprise America d/b/a Interprise America, Inc. in the Commonwealth of Pennsylvania, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Adopted Terms"); Verizon; and

WHEREAS, Verizon and Comcast wish to exchange certain traffic over two-way trunks groups;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to supplement the Adopted Terms as follows:

1. Agreement to the Adopted Terms. Effective as of the date first set forth above, the Adopted Terms are supplemented hereby as follows:

a) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Adopted Terms, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from Comcast to Verizon, and for the delivery of traffic from Verizon to Comcast, respectively; provided, however, that in lieu thereof, upon receipt of Comcast's written request, Verizon shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of Verizon and Comcast pursuant, and subject, to the terms and conditions

set forth below:

(1) Prior to requesting any Two-Way Traffic Exchange Trunks from Verizon, Comcast shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. Where the Comcast is collocated in a Verizon Wire Center, the IP shall be at the Verizon Wire Center.

(3) On a semi-annual basis, Comcast shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that Comcast anticipates that the Parties will require from Verizon during the ensuing two (2) year period. Comcast's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and Comcast shall engineer Two-Way Local Interconnection Trunks using national standards.

(8) Comcast shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. Comcast shall order Two-Way Traffic Exchange Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within Verizon's effective



standard intervals or negotiated intervals, as appropriate. Comcast shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. Verizon may monitor Two-Way Traffic Exchange Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and Comcast has not notified Verizon that it has corrected such blocking, Verizon may submit to Comcast a Trunk Group Service Request directing Comcast to remedy the blocking. Upon receipt of a Trunk Group Service Request, Comcast will complete an ASR to augment the Two-Way Traffic Exchange Group with excessive block and submit the ASR to Verizon within five (5) business days.

(9) In the event the traffic volume between a Verizon End Office and the Comcast POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, Comcast shall promptly submit an ASR to Verizon to establish new End Office Two-Way Traffic Exchange Trunks between that Verizon End Office and the Comcast POI.

(10) Upon request, Comcast will submit a written report to Verizon each month setting forth trunk utilization information and percentages. Comcast will calculate utilization percentages by using a traffic data analyzation system specified by Verizon and a time consistent busy hour.

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. Comcast will promptly augment all Tandem Two-Way Traffic Exchange 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 Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), Comcast will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event Comcast fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, Verizon may bill Comcast for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because Verizon will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and Comcast's network, Verizon's performance on these Two-Way Traffic Exchange 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.

(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, Comcast shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS 3 Intermediate Hub is not used in the ordering process, then Comcast shall pay 100% of the facility charges

(16) Notwithstanding any other provision of the Adopted Terms or this Supplemental Agreement, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet Traffic.

(17) If Comcast materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, Verizon may cease provisioning Two-Way Traffic Exchange Trunks under this Supplemental Agreement.

(18) Any Tandem Two-Way Traffic Exchange Trunk group between the Comcast's POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, Comcast shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

(19) Comcast will route its traffic to Verizon over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP192, including but not limited to those industry standards requiring that a call from Comcast to a Verizon End Office will first be routed to the End Office Traffic Exchange Trunk group between Comcast and the Verizon End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, where the numerator is the total number of minutes of traffic carried from Comcast to Verizon on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. Comcast will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to Comcast's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is

on Comcast's side of the Comcast's-IP, which charges shall be solely the financial responsibility of the Comcast. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the Comcast-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on Comcast's side of the Comcast-IP, Comcast shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 20, if Comcast fails to provide geographic IPs in accordance with this Agreement, Comcast will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until Comcast establishes such IPs. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, Comcast will pay fifty percent (50%) of the non-recurring charges.

(21) **NOTE:** If the Parties' Adopted Terms does not include provisions for geographically relevant Interconnection Points, such provisions must be included in this Supplemental Agreement as follows:

**Geographic Relevance.** In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the BA local calling area of equivalent BA end user Customers, but no greater than twenty five (25) miles from the BA Rate Center Point of the BA NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing BA local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Comcast, Comcast shall bill and BA shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less BA's transport rate from BA's originating End Office to Comcast-IP.

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

3. Counterparts. This Supplemental Agreement 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 Supplemental Agreement 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 Supplemental Agreement.

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

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

COMCAST TELECOMMUNICATIONS,  
INC.

VERIZON PENNSYLVANIA, INC., F/K/A  
BELL ATLANTIC – PENNSYLVANIA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Steven J. Pitterle

Title: \_\_\_\_\_

Title: Director – Negotiations  
Network Services

A-311140 F7000

RECEIVED

APPENDIX 2<sup>1</sup>

VERIZON PENNSYLVANIA and Comcast Phone  
V1.6

JUN 02 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

A. INTERCONNECTION<sup>2</sup>

<u>Service or Element Description</u> <sup>3</sup> :	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<b>I. Reciprocal Compensation Traffic Termination<sup>4</sup></b>		
Reciprocal Compensation Traffic End Office Rate	Intentionally omitted	Intentionally omitted
Reciprocal Compensation Traffic Tandem Rate	Intentionally omitted	Intentionally omitted

<sup>1</sup> In the event this Appendix 2 refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix 2 shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

<sup>2</sup> All rates and charges specified herein are pertaining to the Interconnection provisions of the Terms.

<sup>3</sup> Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Comcast Phone when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Comcast Phone in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix 2 shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.

<sup>4</sup> See the last page regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

**Service or Element Description:**

**II. Entrance Facilities and Transport for Interconnection**

A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection

**Recurring Charges:**

Per interstate [Verizon FCC 1 Sec. 6 access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

**Non-Recurring Charge:**

Per interstate [Verizon FCC 1 Sec. 6] access tariff for Feature Group D service as amended from time to time

Per intrastate [Verizon PA PUC. – PA – No. 302 Sec. 6] access tariff for Feature Group D service as amended from time to time

**III. Exchange Access Service**

Interstate

Intrastate

Per Verizon FCC tariff number 1, as amended from time to time

Per Verizon tariff number 302, as amended from time to time

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

**IV. End Point Fiber Meet**

To be charged in accordance with the requirements of the Interconnection provisions of the Terms.

**V. Tandem Transit arrangements for Reciprocal Compensation Traffic between Comcast Phone and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)**

Tandem Switching	\$ .000795/MOU	Per Section II. above, as applicable
Switched Transport	\$ .000144/MOU \$ .000003/MOU/Mile	
Transit Service Billing Fee	Five (5) percent of the Tandem Switching charges and the Tandem-Switched Transport charges assessed during the billing period for traffic exchanged with the relevant third party carrier.	
Transit Service Trunking Charge	The rate for Dedicated DS1 Meet Point B (Tandem) trunk port, as set forth in the Verizon FCC Interstate Tariff No. 1 for the relevant third party carrier.	



**B. UNBUNDLED NETWORK ELEMENTS<sup>5</sup>**

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**I. Dedicated Transport<sup>6</sup>**

As applicable per Verizon PA PUC 216 as amended from time to time.

**II. Common Transport**

As applicable per Verizon PA PUC 216 as amended from time to time.

**III. Digital Cross-Connect System**

As applicable per Verizon PA PUC 216 as amended from time to time.

**IV. Entrance Facilities**

As applicable per Verizon PA PUC 216 as amended from time to time.

**V. Unbundled Switching<sup>7</sup>**

As applicable per Verizon PA PUC 216 as amended from time to time.

**VI. Unbundled Loops**

With the exception of 2 Wire HDSL, SDSL and IDSL, as applicable per Verizon PA PUC 216 as amended from time to time.

<sup>5</sup> All rates and charges specified herein are pertaining to the Network Elements Attachment.

<sup>6</sup> Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

<sup>7</sup> In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

**Service or Element Description:**

2 Wire ADSL compatible Loops  
2 Wire HDSL compatible Loops  
2 Wire SDSL compatible Loops  
2 Wire IDSL compatible Loops

**Recurring Charges:**

Density Cell:  
1 - \$10.25/Month  
2 - \$11.00/Month  
3 - \$14.00/Month  
4 - \$16.75/Month

**Non-Recurring Charge:**

Service Order: \$1.06  
Installation:

If premises visit not required - \$3.01 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$67.66, initial loop; \$22.86, additional loop

Disconnect:  
\$1.34 per loop

Cooperative Testing,  
per loop-\$0.00

Engineering query,  
\$0.00

Engineering Work  
Order,  
\$0.00

Manual Pre-  
Qualification, per loop  
\$0.00

**VII. Intrastate Collocation**

As Applicable Per Verizon PA PUC No. 218 as amended from time to time

**VIII. Line Sharing**

As applicable per Verizon PA PUC 216 and PA PUC 218 as amended from time to time.

**IX. Line Splitting**

Rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff as amended from time to time.

**X. EEL**

As applicable per Verizon PA PUC 216 as amended from time to time.

**XI. UNE Platform Conversion**

As applicable per Verizon PA PUC 216 as amended from time to time

**XII. DARK FIBER**

Records Review, per inquiry		\$116.16
Records Review with Reservation, per inquiry		TBD
<b>Dark Fiber – IOF</b>		
Verizon C.O. to Verizon C.O		
Service Order		\$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	\$5.33	\$42.59
IOF Mileage/Pair/mile	\$51.77	
IOF Mileage Installation Charge/Pair		\$204.94
Expedited Handling		\$94.34
<b>Intermediate Office Routing</b>		
Verizon C.O. to CLEC C.O.	TBD	TBD
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$42.59
Channel Termination Charge/CLEC C.O.	\$53.69	\$353.23
Expedited Handling		\$94.34
<b>Dark Fiber - LOOP</b>		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$38.53
<b>Loop Charge/Pair</b>		
Rate Group A1	\$34.70	\$566.97
Rate Group A2	\$64.06	\$566.97
Rate Group B1	\$93.79	\$566.97
Rate Group B2	\$119.26	\$566.97
<b>Expedited Handling</b>		\$317.43
<b>Dark Fiber Sub-Loop</b>	TBD	TBD

**XIII. UNBUNDLED SUBLOOP ARRANGEMENT (USLA)**

As applicable per Verizon PA PUC 216 as amended from time to time.

**Service or Element Description:**

**XIV.Unbundled Feeder Sub-Loop (UFSE)**

**XV.Unbundled Drop Sub-Element (UDSE)**

**Recurring  
Charges:**

**Non-Recurring  
Charge:**

As applicable per Verizon PA PUC 216 as amended from time to time.

As applicable per Verizon PA PUC 216 as amended from time to time.

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**XVI. Signaling and Databases**

As applicable per Verizon PA PUC 216 as amended from time to time.

**XVII. Network Interface Device (NID)**

Except as below for NID-to-NID as applicable per Verizon PA PUC 216 as amended from time to time.

NID - 2 Wire per NID/month - NID-to-NID  
NID - 4 Wire per NID/month - NID-to-NID

\$0.64  
\$0.64

**C. RESALE<sup>8</sup>**

**I. Wholesale Discount for Resale of Retail Telecommunications Services<sup>9</sup>**

Resale of retail services if Comcast Phone provides own operator services platform

25.69% (Inclusive of PA gross receipts tax)

Resale of retail services if Comcast Phone uses Verizon operator services platform

23.43% (Inclusive of PA gross receipts tax)

**D. OPERATIONS SUPPORT SYSTEM**

As applicable per Verizon PA PUC 216 as amended from time to time.

**E. 911/E911**

Access pass-through to number portability purchaser

Transport  
Data Entry and Maintenance

Per section B. above.  
No Charge

<sup>8</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

<sup>9</sup> Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

**F. TIME AND MATERIALS**

As applicable per Verizon PA PUC 216 as amended from time to time.

**G. CUSTOMIZED ROUTING**

As applicable per Verizon PA PUC 216 as amended from time to time.

**H. DIRECTORY LISTINGS & BOOKS**

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)

Retail rates apply. For retail rates see Verizon-PA Tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to Comcast Phone per separate arrangement

RECIPROCAL COMPENSATION TRAFFIC TERMINATION RATES

A. Charges by Verizon

- (a) Reciprocal Compensation Traffic Tandem Rate.
- (b) Reciprocal Compensation Traffic End Office Rate.

B. Charges by Comcast Phone

1. Single-tiered interconnection structure:

Comcast Phone's rates for the termination of Verizon's Reciprocal Compensation Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

*Tandem Minutes* = Total minutes of use of Reciprocal Compensation Traffic billed to Comcast Phone at the Reciprocal Compensation Traffic Tandem Rate for most recent billed quarter.

*End Office Minutes* = Total minutes of use Reciprocal Compensation Traffic billed to Comcast Phone at the Reciprocal Compensation Traffic End Office Rate for most recent billed quarter.

*Total Minutes* = Total minutes of use of Reciprocal Compensation Traffic delivered by Comcast Phone to Verizon for most recent billed quarter.

Comcast Phone Charge at the Comcast Phone-POI =

$$\frac{(\text{Tandem Minutes} \times \text{Tandem Rate}) + (\text{End Office Minutes} \times \text{End Office Rate})}{\text{Total Minutes}}$$

For the first year after the Effective Date, the Comcast Phone charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of Reciprocal Compensation Traffic termination trunks to Verizon End Offices and to Verizon Tandems.

2. Multiple-tiered interconnection structure (if offered by Comcast Phone to any carrier)

- (a) Reciprocal Compensation Traffic to Comcast Phone Tandem: Tandem Rate
- (b) Reciprocal Compensation Traffic to terminating Comcast Phone End Office/node: End Office Rate

C. Miscellaneous Notes

- 1. The Comcast Phone termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to the Comcast Phone within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to Comcast Phone under the two-tiered Reciprocal Compensation Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date.

## SERVICE LIST

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

William Lloyd  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second 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

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

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

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

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



DATE: June 15, 2004

SUBJECT: A-311140F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

**DOCKETED**  
JUL 07 2004

**DOCUMENT  
FOLDER**

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND  
COMCAST PHONE OF PENNSYLVANIA, LLC (F/K/A AT&T BROADBAND PHONE  
OF PENNSYLVANIA, LLC) FOR APPROVAL OF ADOPTION OF AMENDMENT  
``A`` TO AN INTERCONNECTION AGREEMENT UNDER SECTION 252(i) OF  
THE TELECOMMUNICATIONS ACT OF 1996.

---

Attached is a copy of a Joint Petition for Approval of  
Adoption of Amendment ``A`` 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 June 26, 2004.  
Comments are due on or before 10 days after the publication of  
this notice.

This matter is assigned to your Office for appropriate  
action.

Attachment

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

**DOCKETED**  
JUL 07 2004

Joint Petition of Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC) for Approval of Adoption of Amendment "A" to an Interconnection Agreement Under Section 252(i) of The Telecommunications Act of 1996.  
Docket Number: A-311140F7000.

**DOCUMENT  
FOLDER**

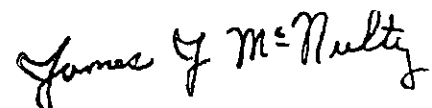
Verizon Pennsylvania Inc. and Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, LLC), by its counsel, filed on June 2, 2004, at the Public Utility Commission, a Joint Petition for approval of Adoption of Amendment "A" to an Interconnection Agreement under Sections 251 and 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 Comcast Phone of Pennsylvania, LLC (f/k/a AT&T Broadband Phone of Pennsylvania, 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.

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04 JUN 15 PM 1:23  
PA. CODE & BULLETIN

BY THE COMMISSION



James J. McNulty  
Secretary

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania

ORIGINAL



1717 Arch Street, 32N  
Philadelphia, PA 19103

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

July 15, 2004

VIA UPS OVERNIGHT

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

DOCKETED  
SEP 28 2004

RECEIVED

JUL 14 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Joint Filing of  
Verizon Pennsylvania Inc. and  
Comcast Phone of Pennsylvania, LLC  
(f/k/a AT&T Broadband Phone of Pennsylvania, LLC)  
of adoption of an Interconnection Agreement  
Dkt. No. A-311140F7000

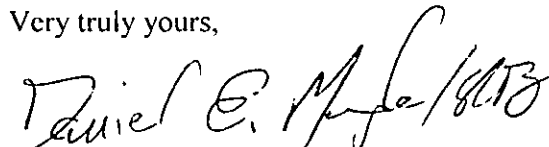
DOCUMENT  
FOLDER

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on June 11, 2004 the parties in the above-referenced matter were directed to notify the Commission whether a true and correct copy of Amendment No. 1 to the parties' Agreement had been filed. Please be advised that the true and correct copy of the letter of the Amendment is the Amendment which the parties filed on April 9, 2004 and which was the subject of the Commission's Order dated June 11, 2004. In addition, enclosed please find an electronic copy of the Amendment, in .pdf format.

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

Very truly yours,

  
Daniel E. Monagle

DEM/slb

attachment: Diskette

cc: Beth Chorozer (w/out diskette)

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