

CAPTION SHEET

SE MANAGEMENT SYSTEM

- 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-311322 F7000
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 10/08/04
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC.

RESPONDENT/APPLICANT: COMMPARTNERS LLC

COMP/APP COUNTY:

UTILITY CODE: 311322

ALLEGATION OR SUBJECT

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND COMMPARTNERS, LLC FOR APPROVAL OF ADOPTION OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(I) OF THE TELE-COMMUNICATIONS ACT OF 1996.

DOCUMENT  
FOLDER

DOCKETED

NOV 12 2004

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....02/23/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC AND COMMPARTNERS, LLC FOR AMENDMENT NO.1 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

**DOCUMENT FOLDER**

**DOCKETED**  
FEB 27 2007

Daniel E. Monagle  
Assistant General Counsel  
Pennsylvania



ORIGINAL

1717 Arch Street, 32NW  
Philadelphia, PA 19103

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

October 8, 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

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OCT 08 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

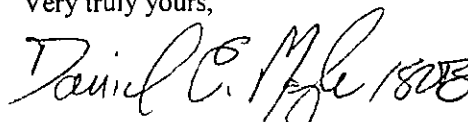
RE: Joint Filing of  
Verizon Pennsylvania Inc. and CommPartners, LLC  
of Adoption of an Interconnection Agreement  
Docket No. A-311322 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) true and correct copies of the Joint Filing of Verizon Pennsylvania Inc. and CommPartners, LLC, of Adoption of an Interconnection Agreement. The Interconnection Agreement adopted is the Interconnection Agreement between Verizon North Inc. (f/k/a GTE North, Inc.) and AT&T Communications of Pennsylvania, Inc., which the Commission approved by Order dated August 8, 1999 in Docket No. A-310125. Although the Adoption was effective July 8, 2004, the Adoption letter was signed by the two parties' signers on September 7, 2004 and September 13, 2004 respectively. Thus, this Joint Filing is being made within 30 days of the day that the agreement, in this case the adoption letter, was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. As evidenced by the cc: below, notice of this filing is being provided to CommPartners, LLC.

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: Kristopher E. Twomey, Esquire  
Attached Service List

71

OCT 08 2004

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**JOINT FILING BY VERIZON PENNSYLVANIA INC. )  
AND COMMPARTNERS, LLC OF ADOPTION OF AN )  
INTERCONNECTION AGREEMENT )**

**PUC Docket No. A-311322 f7000**

**JOINT FILING**

DOCUMENT  
FOLDED

Verizon Pennsylvania Inc. ("Verizon PA") and CommPartners, LLC ("CP") respectfully submit to the Commission the attached Adoption letter effective August 18, 2004 (the "Adoption") under the terms of the Commission's "Order Approving the Merger of Bell Atlantic Corporation and GTE", dated November 4, 1999, in Docket Nos. A-310200F0002, A-310222F0002, A-310291F0003, and A-311350F0002 ("Merger Approval Order"). The Adoption provides for the continued interconnection of the two companies' networks and makes available to CP access to unbundled network elements, wholesale telecommunications services, and certain ancillary services offered by Verizon PA.

In support of this filing, Verizon PA and CP state as follows:

**THE PARTIES**

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

**THE ADOPTION**

3. Pursuant to the Merger Approval Order, CP has adopted the terms of the Interconnection Agreement between Verizon North Inc. and AT&T Communications of

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NOV 12 2004

Pennsylvania, Inc. (AT&T) which the Commission approved on August 8, 1999 in Docket No. A-310125F0002. Under the Adoption, CP and Verizon have agreed to be bound by the terms of the Interconnection Agreement between Verizon North Inc. and AT&T, as such agreement is in effect after giving effect to operation of law.

4. The Adoption sets forth the terms, conditions and prices under which Verizon PA will offer and provide certain network interconnection services, access to network elements and wholesale telecommunications services available for resale to CP, to the extent required by the Merger Approval Order.

5. Key provisions of the Adoption provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates specified in Appendix 2 to the Adoption;
- (ii) Unbundled loops -- providing CP access to existing Verizon PA customers -- based on a rate methodology specified in Appendix 2 to the Adoption;
- (iii) Customers to retain their telephone numbers when they switch to CP;
- (iv) Including CP 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 telecommunications services for a wholesale discount as specified in Appendix 2 to the Adoption;
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon PA to CP equal to the level of service provided by Verizon PA to its own end-user customers and other telecommunications carriers.

## **COMPLIANCE WITH THE MERGER APPROVAL ORDER**

6. If the Commission determines that it wishes to (or must) review the Adoption under the Telecommunications Act of 1996 or otherwise, the Adoption satisfies the requirements of the Merger Approval Order. Specifically, the Adoption is of those voluntarily negotiated terms of an interconnection agreement with Verizon North Inc. that are eligible for adoption under the Merger Approval Order.

7. The Adoption does not discriminate against any other telecommunications carrier, as any telecommunications carrier may seek an adoption pursuant to the same conditions set forth herein.

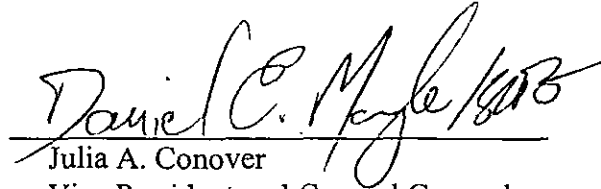
## **REVIEW OF THE ADOPTION**

8. Verizon PA and CP 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.

WHEREFORE, Verizon PA and CP respectfully submit the attached Adoption under the Merger Approval Order.

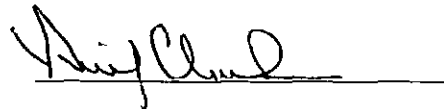
Respectfully submitted,

Of Counsel  
Jack H. White



Julia A. Conover  
Vice President and General Counsel  
Verizon Pennsylvania Inc.  
Daniel E. Monagle  
Verizon Pennsylvania Inc.  
1717 Arch Street, 32N  
Philadelphia, PA 19103  
Tel. (215) 963-6001  
Fax (215) 563-2658

Attorneys For  
Verizon Pennsylvania Inc.



David Clark  
President  
CommPartners, LLC  
3291 North Buffalo Drive, Suite 8  
Las Vegas, NV 89129  
Tel. (702) 367-8647  
Fax (702) 365-8647

CommPartners, LLC

OCTOBER  
Dated: September 8, 2004

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

Charles F. Hoffman  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Bldg  
400 North Street  
Harrisburg, PA 17105-3265

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

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

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

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



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



A-311322 F7000

1310 N Courthouse Rd  
9th floor, RM 9E104  
Arlington, VA 22201

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

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OCT 08 2004

August 20, 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

David Clark  
President  
CommPartners, LLC  
3291 North Buffalo Drive, Suite 8  
Las Vegas, NV 89129

Dear Mr. Clark:

Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon”), a Pennsylvania corporation with its principal place of business at 1717 Arch Street, Philadelphia, PA 19103, has received your letter stating that, under the terms of the Pennsylvania Public Utility Commission’s (the “Commission”) Order Approving the Merger of Bell Atlantic Corporation and GTE, dated November 4, 1999, in Docket Nos. A-310200F0002, A-310222F0002, A-310291F0003, and A-311350F0002 (the “Commission Order”), CommPartners, LLC (“CP”), a Nevada limited liability company with its principal place of business at 3291 North Buffalo Drive, Suite 8, Las Vegas, Nevada 89129, wishes to provide services to customers in Verizon’s territory, which is the former Bell Atlantic service territory, by adopting the non-price terms of the Interconnection Agreement between AT&T Communications of Pennsylvania Inc. (“AT&T”) and Verizon North Inc., f/k/a GTE North Incorporated (“Verizon PA”) that was approved by 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 “Verizon PA Terms”). I understand you have a copy of the Verizon PA Terms. In addition, a copy of Verizon’s pricing terms, which includes (without limitation) rates for reciprocal compensation, is attached. Please note the following with respect to your adoption of the Verizon PA Terms:

1. By your countersignature on this letter, you hereby represent and agree to the following six points:

- (A) Pursuant to the Commission's Order, dated November 4, 1999, in Docket Nos. A-310200F0002, A-310222F0002, A-310291F0003, and A-311350F0002, CP agrees that the Verizon PA Terms made available for adoption hereunder do not include: (1) any pricing terms from the Interconnection Agreement between AT&T and Verizon PA (and, instead, Verizon's attached pricing terms will be used); (2) any arbitrated terms from the Verizon PA Terms<sup>1</sup>; nor (3) any non-price Verizon PA Terms that Verizon cannot technically accommodate with its current network configuration. Subject to the foregoing, CP adopts in the service territory of Verizon, the Verizon PA Terms, as in effect on the date hereof after giving effect to operation of law, and in applying the Verizon PA Terms, agrees that CP shall be substituted in place of AT&T Communications of Pennsylvania Inc. and AT&T in the Verizon PA Terms wherever appropriate.
- (B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003, the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (see, e.g., 47 CFR Section 51.809(c)). Moreover, Verizon, on February 26, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) CP agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and CP shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission

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<sup>1</sup> Please contact Verizon at your earliest convenience to amend CP's adoption regarding any arbitrated terms.

order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

- (C) Notice to CP and Verizon as may be required under the Terms shall be provided as follows:

To CP:

Attention: David Clark  
President  
3291 North Buffalo Drive, Suite 8  
Las Vegas, NV 89129  
Telephone Number: 702-367-8647  
Facsimile Number: 702-365-8647  
Internet Address: dclark@commpartners.us

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

with a copy to:

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

- (D) CP represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Verizon PA Terms will only cover services in the service territory of Verizon in the Commonwealth of Pennsylvania.
- (E) In the event an interconnection agreement between Verizon and CP is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption 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.

- (F) Verizon's standard pricing schedule for interconnection agreements in the *Commonwealth of Pennsylvania* (as such schedule may be amended from time to time) shall apply to CP's adoption of the Terms. CP 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. CP's adoption of the Verizon PA Terms shall become effective August 4, 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 CP. The term and termination provisions of the AT&T/Verizon PA agreement shall govern CP's adoption of the Verizon PA Terms. CP's adoption of the Verizon PA Terms is currently scheduled to expire on October 12, 2004.
  3. As the Verizon PA Terms are being adopted by you pursuant to your rights under the Commission's Order, Verizon does not provide the Verizon PA Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon PA Terms does not in any way constitute a waiver by Verizon of its position as to the illegality or unreasonableness of the Verizon PA 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 Verizon PA Terms, or to seek review in any way of any provisions included in these Verizon PA Terms as a result of CP's election under the Commission Order.
  4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon or Verizon PA that any provision in the Verizon PA Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and state 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 Verizon PA Terms.
  5. Verizon reserves the right to deny CP's adoption and/or application of the Verizon PA Terms, in whole or in part, at any time:

- (A) if the provision of the Verizon PA Terms to CP is not technically feasible;
  - (B) to the extent negotiations which led to the Interconnection Agreement between AT&T and Verizon PA, from which the Verizon PA Terms derive, were commenced on or before July 29, 1999; and/or
  - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Commission Order or under applicable law.
6. For avoidance of doubt, please note that adoption of the Verizon PA 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 Remand 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>2</sup> Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon PA Terms.<sup>3</sup> Moreover, in light of the *FCC Remand Order*, even if the Verizon PA 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>4</sup> In fact, the *FCC Remand 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>5</sup>
7. Terms, conditions and prices contained in tariffs cited in the Verizon PA Terms shall not be considered negotiated and are excluded from CP's adoption.

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<sup>2</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>3</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>4</sup> See, e.g., 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. See, e.g., Merger Conditions ¶32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

<sup>5</sup> *FCC Remand Order* ¶82.

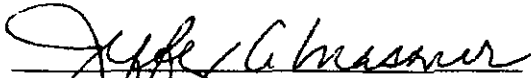
8. Should CP attempt to apply the Verizon PA Terms in a manner that conflicts with paragraphs 3-7 above, Verizon North reserves its rights to seek appropriate legal and/or equitable relief.
  
9. In the event that a voluntary or involuntary petition has been or is in the future filed against CP under 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, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and CP's adoption of the Verizon PA Terms shall in no way impair such rights of Verizon; and (ii) all rights of CP resulting from CP's adoption of the Verizon PA 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 CP 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

9/13/04  
(DATE)

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

COMMPARTNERS, LLC



David Clark  
President

9.7.04  
(DATE)

Attachment

c: K. Robertson – Verizon (w/out attachments)

A-311322 F 7000

APPENDIX A<sup>1</sup>

VERIZON PENNSYLVANIA and CP  
V1.6

A. INTERCONNECTION<sup>2</sup>

<u>Service or Element Description<sup>3</sup>:</u>	<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	\$ .001723/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$ .002814/MOU	Not Applicable

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

<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 Attachment.

<sup>3</sup> Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to CP 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 CP 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

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

Intrastate

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 Attachment.

**V. Tandem Transit arrangements for Reciprocal Compensation Traffic between CP 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	
Transit Service Billing Fee	\$.000003/MOU/Mile	
Transit Service Trunking Charge	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. 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:**

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

### **Recurring Charges:      Non-Recurring Charge:**

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>		
<b>Verizon C.O. to Verizon C.O</b>		
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>	TBD	TBD
<b>Verizon C.O. to CLEC C.O.</b>		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$5.33	\$42.59
Channel Termination Charge/CLEC C.O.	\$53.69	\$353.23
<b>Expedited Handling</b>		\$94.34
<b>Dark Fiber - LOOP</b>		
<b>Service Order</b>		\$55.22
<b>SWC Charge/SWC/Pair</b>	\$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

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

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

**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

\$0.64

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

\$0.64

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

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

Resale of retail services if CP provides own operator services platform

25.69% (Inclusive of PA gross receipts tax)

Resale of retail services if CP 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

Per section B. above.

Data Entry and Maintenance

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 CP 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 CP

1. Single-tiered interconnection structure:

CP'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 CP at the Reciprocal Compensation Traffic Tandem Rate for most recent billed quarter.

*End Office Minutes* = Total minutes of use Reciprocal Compensation Traffic billed to CP 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 CP to Verizon for most recent billed quarter.

CP Charge at the CP-POI =

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

For the first year after the Effective Date, the CP 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 CP to any carrier)

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

C. Miscellaneous Notes

- 1. The CP 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 CP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to CP under the two-tiered Reciprocal Compensation Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date..

DATE: November 12, 2004

SUBJECT: A-311322F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND  
COMPARTNERS, LLC FOR APPROVAL OF ADOPTION OF AN  
INTERCONNECTION AGREEMENT UNDER SECTION 252(i) OF THE  
TELECOMMUNICATIONS ACT OF 1996.

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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 November 27, 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

DOCUMENT  
FOLDER

DOCKETED

NOV 12 2004

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and CommPartners, LLC for Approval of Adoption of an Interconnection Agreement Under Section 252(i) of The Telecommunications Act of 1996.  
Docket Number: A-311322F7000.

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Verizon Pennsylvania Inc. and CommPartners, LLC, by its counsel, filed on October 8, 2004, 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 CommPartners, LLC Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

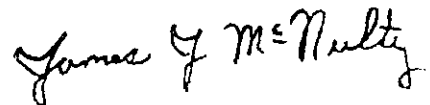
Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

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BY THE COMMISSION



James J. McNulty  
Secretary

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