

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 F7001
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 10/08/04
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON NORTH INC.

RESPONDENT/APPLICANT: COMMPARTNERS LLC

COMP/APP COUNTY:

UTILITY CODE: 311322

ALLEGATION OR SUBJECT

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

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

.....02/23/07 JOINT PETITION OF VERIZON NORTH 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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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

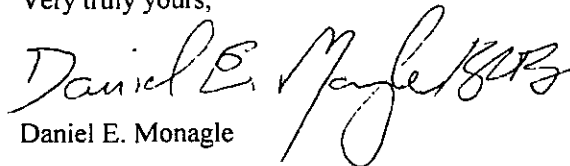
RE: Joint Filing of  
Verizon North Inc. and CommPartners, LLC  
of Adoption of an Interconnection Agreement  
Docket No. A-311322 F 1001

Dear Mr. McNulty:

Enclosed please find an original and three (3) true and correct copies of the Joint Filing of Verizon North 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 10, 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

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ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT PETITION OF VERIZON NORTH INC. AND )  
COMMPARTNERS, LLC FOR APPROVAL OF AN )  
INTERCONNECTION AGREEMENT UNDER )  
SECTION 252(e) OF THE TELECOMMUNICATIONS )  
ACT OF 1996. )

PUC Docket No. A-311322F7001

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JOINT PETITION

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Verizon North Inc. ("Verizon") and CommPartners, LLC ("CP") respectfully submit for the Commission's approval, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act")<sup>1</sup>, the attached Interconnection Agreement dated July 8, 2004 (the "Agreement"). The Agreement provides for the interconnection of the two companies' networks and makes available to CP access to unbundled network elements, wholesale telecommunications services, and ancillary services offered by Verizon. Verizon and CP respectfully request that the Commission act within the 90 days specified by the 1996 Act and approve the Agreement.

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

**THE PARTIES**

1. Verizon is an incumbent local exchange carrier authorized to provide local exchange telephone service in Pennsylvania.
2. CP is a competitive local exchange carrier that has been granted authority to provide local exchange service in Pennsylvania.

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<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 AGREEMENT

3. Verizon and CP have entered into the Agreement pursuant to Sections 251(c) and 252(a) of the 1996 Act.

4. *The Agreement sets forth the terms, conditions and prices under which Verizon and CP will offer and provide network interconnection, reciprocal call termination, 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. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.*

5. The Agreement addresses a number of complex issues. Key provisions of the Agreement provide for:

- (i) Compensation for Reciprocal Compensation Traffic at rates as specified in the Pricing Attachment to the Agreement;
- (ii) Unbundled loops – providing CP access to existing Verizon customers – based on a rate methodology specified in the Agreement;
- (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 the Pricing Attachment to the Agreement;
- (vi) The continued provision of 911 services to all customers; and
- (vii) Performance standards for services provided by Verizon to CP equal to the level of service provided by Verizon to its own end-user customers and other telecommunications carriers.

## COMPLIANCE WITH THE 1996 ACT

6. The Agreement satisfies the requirements for Commission approval 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 Agreement 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 arrangements specified in the Agreement on the same terms and conditions. Nonetheless, other carriers are not bound by the Agreement and remain free to negotiate independently with Verizon pursuant to Section 252 of the 1996 Act.

8. Second, the Agreement 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 CP to compete with Verizon as a facilities-based local telephone service carrier for both residential and business customers. The Agreement will also be available to all local exchange competitors under Section 252(i) of the 1996 Act.

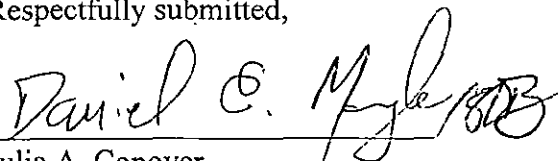
## APPROVAL OF THE AGREEMENT

9. The parties respectfully request that the Commission expedite its review of the Agreement 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, the parties request that the Commission act sooner than that date if at all possible.

**WHEREFORE**, Verizon and CP respectfully request that the Commission approve the attached interconnection agreement pursuant to Section 252(e) of the 1996 Act.

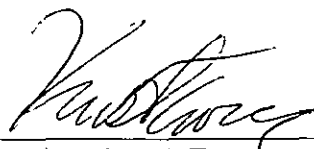
Respectfully submitted,



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

Of Counsel  
Jack H. White

Attorneys For  
Verizon North Inc.



Kristopher E. Twomey  
Counsel  
2501 Ninth Street, Suite 102  
Berkeley, CA 94710  
Tel: 510-903-1304  
Fax No. 510 868-8418

Attorney For  
COMMPARTNERS, LLC

*OCTOBER*  
DATED: September, 2004

John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets



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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Wholesale Markets  
600 Hidden Ridge, HQE03D52  
P.O. Box 152092  
Irving, TX 75038

Phone 972-718-5988  
Fax 972-719-1519  
john.c.peterson@verizon.com

A-311322 F7001

August 17, 2004

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

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

Dear Mr. Clark:

Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin 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"), CommPartners, LLC ("CP"), a Nevada limited liability company, with principal place of business at 3291 North Buffalo Drive, Suite 8, Las Vegas, Nevada 89129, wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of Pennsylvania Inc. ("AT&T") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania in Docket No. A-310125F0002, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand CP has a copy of the Terms. Please note the following with respect to CP's adoption of the Terms.

1. By CP's countersignature on this letter, CP hereby represents and agrees to the following six points:

(A) CP adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated 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 CP shall be



substituted in place of AT&T Communications of Pennsylvania Inc. and AT&T in the 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"), 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. 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 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: CommPartners, LLC  
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 N. 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 Terms will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.
- (E) In the event an interconnection agreement between Verizon and CP is currently in effect in the former GTE 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) (attached as Appendix A hereto) 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 AT&T arbitrated Terms shall become effective on July 8, 2004. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by CP as to the points set out in paragraph one hereof. The term and termination provisions of the AT&T/Verizon agreement shall govern CP's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on October 12, 2004.
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 petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. A-310125F0002, or to seek review in any way of any provisions included in these Terms as a result of CP's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. A-310125F0002 (the AT&T arbitration) or 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 CP'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 CP are greater than the costs of providing them to AT&T;
  - (b) if the provision of the Terms to CP is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to CP 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 CP 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 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 Terms shall in no way impair such rights of Verizon; and (ii) all rights of CP resulting from CP'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.

---

<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/wisc](http://www.verizon.com/wisc) (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.

**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 NORTH INC.



John C. Peterson, Director  
Contract Performance and Administration  
Wholesale Markets

9/10/04

\_\_\_\_\_  
(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)

c: K. Robertson - Verizon

A-311322 F 7001  
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**APPENDIX A<sup>1 2</sup>**  
**V1.3**

OCT 08 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>**

**A. Reciprocal Compensation Traffic Termination**

Reciprocal Compensation Traffic End Office Rate: **\$0.0030000 ♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0079536 ♦ per minute of use.**

**B. The Tandem Transit Service Charge is \$0.0047856 ♦ per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume<sup>4</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

**C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff**

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

<sup>2</sup> Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

<sup>4</sup> A CCS busy hour equivalent of 200,000 combined minutes of use.

**II. Services Available for Resale**

The avoided cost discount for all Resale services is 22.80%.

**Non-Recurring Charges (NRCs) for Resale Services**

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.71
Customer Record Search Per Account	\$ 11.72

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$282.17
Engineered Initial Service Order - As Specified	\$103.84
Engineered Subsequent Service Order	\$ 61.73
Non-Engineered Initial Service Order - New Service	\$ 38.02
Non-Engineered Initial Service Order - Changeover	\$ 21.01
Non-Engineered Initial Service Order - As Specified	\$ 68.20
Non-Engineered Subsequent Service Order	\$ 18.84
Central Office Connect	\$ 5.42
Outside Facility Connect	\$ 67.77
Manual Ordering Charge	\$ 11.93

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 36.65
Non-Engineered	\$ 11.07

Coordinated Conversions:

ISO	\$ 14.33
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Hot Coordinated Conversion First Hour:

ISO	\$ 24.22
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12



## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that CP orders any service from this Agreement.

Customer Record Search applies when CP requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to CP. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to CP. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter CP's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite (Engineered or Non-Engineered) applies if CP requests service prior to the standard due date intervals.

Coordinated Conversion applies if CP requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CP requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

## **III. Prices for Unbundled Network Elements**

## Monthly Recurring Charges

### Local Loop

2 Wire Analog Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Analog Loop (inclusive of NID)	\$ 52.99
2 Wire Digital Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Digital Loop (inclusive of NID)	\$ 52.99
DS-1 Loop	\$ 81.68
DS-3 Loop	\$ 816.76
Supplemental Features:	
ISDN-BRI Line Loop Extender	\$ 5.00
DS1 Clear Channel Capability	\$ 23.81

### Sub-Loop

2-Wire Feeder	\$ 13.46
2-Wire Distribution	\$ 29.80
4-Wire Feeder	\$ 28.31
4-Wire Distribution	\$ 51.85
2-Wire Drop	\$ 6.60
4-Wire Drop	\$ 6.87
Inside Wire	BFR

### Network Interface Device (leased separately)

Basic NID:	\$ 0.59 ♦
Complex (12 x) NID	\$ 1.10

### Switching

Port	
Basic Analog Line Side Port	\$ 3.90
Coin Line Side Port	\$ 7.57
ISDN BRI Digital Line Side Port	\$ 15.02
DS-1 Digital Trunk Side Port	\$ 104.32
ISDN PRI Digital Trunk Side Port	\$ 131.26

Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)		\$ 0.0030000
Common Shared Transport		
Transport Facility (Average MOU/ALM)		\$ 0.0000560
Transport Termination (Average MOU/Term)		\$ 0.0001680
Tandem Switching (Average MOU)		\$ 0.0045000
Terminating to Originating Ratio		1.00

### Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	13.55
CDT 4 Wire	\$	21.70
CDT DS1	\$	42.03
CDT DS3 Optical Interface	\$	703.38 ♦
CDT DS3 Electrical Interface	\$	762.00 ♦
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$	.30
IDT DS0 Transport Termination	\$	10.55
IDT DS1 Transport Facility per ALM	\$	5.30
IDT DS1 Transport Termination	\$	51.05
IDT DS3 Transport Facility per ALM	\$	24.32
IDT DS3 Transport Termination	\$	65.52
Multiplexing		
DS1 to Voice Multiplexing	\$	191.11
DS3 to DS1 Multiplexing	\$	425.00 ♦
DS1 Clear Channel Capability	\$	23.81

### Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	\$	67.13
Dark Fiber Sub-Loop - Feeder	\$	53.17
Dark Fiber Sub-Loop - Distribution	\$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT -Facility	\$	24.80
Dark Fiber IDT -Termination	\$	6.34
Intermediate Office Cross Connect		TBD

## **UNE-P Pricing**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:  
UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:  
UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:  
UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:  
UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

## **EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

## Line Splitting<sup>5</sup>

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

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<sup>5</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

## NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	\$ 41.50
Initial Service Order, per order	\$ 24.00
Transfer of Service Charge, per order	\$ 24.00
Subsequent Service Order, per order	
 Installation	 \$ 29.50
Unbundled Loop, per loop	\$ 29.50
Unbundled Port, per port	\$ 71.25
Loop Facility Charge, per order (See Note 1)	
 Customer Service Record Search	 \$ 4.21

## CUSTOM HANDLING

Coordinated Conversions:	
ISO	\$ 13.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12
 Hot Coordinated Conversions First Hour:	
ISO	\$ 23.52
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49
 Hot Coordinated Conversions per Additional Quarter Hour:	
ISO	\$ 4.79
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

## NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech:	Provisioning Initial Unit	Provisioning Addtl Unit
<b>UNBUNDLED NID</b>				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUB-LOOP</b>				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
<b>UNBUNDLED DARK FIBER</b>				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LOOPS (EELs) Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement</b>				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 29.50	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 29.50	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
<b>CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

**LOOP CONDITIONING<sup>6</sup>****(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

**UNE PLATFORM**

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

**INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

**CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)**

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

<sup>6</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Adoption of the Terms.



**SIGNALING SYSTEM 7 (SS7)**

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

**CUSTOMIZED ROUTING**

BFR

BFR

BFR

BFR

**EXPEDITES**

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

**OTHER\***

Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

**LINE SHARING - CLEC OWNED SPLITTER\***

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## Application of NRCs

### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that CP orders any service from this Agreement.

Customer Record Search applies when CP requests a summary of the services currently subscribed to by the end-user.

### Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if CP requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if CP requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CP requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Tariff.

**V. Collocation Rates**

See PA Intrastate Access Tariff, PUC #9.

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

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OCT 08 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DATE: November 12, 2004

SUBJECT: A-311322F7001

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

JOINT PETITION OF VERIZON NORTH INC. AND  
COMMPARTNERS, 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

**DOCKETED**

NOV 12 2004

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon North 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-311322F7001.

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Verizon North 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 North 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.

**DOCKETED**

NOV 12 2004

BY THE COMMISSION

*James J. McNulty*

James J. McNulty  
Secretary

JML  
OLDF

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