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February 9, 2018

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Filing of Verizon North LLC and
Level 3 Communications, LLC
for Approval of an Interconnection Agreement
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 5 to the Interconnection Agreement between Verizon North LLC (“Verizon”) and Level 3 Communications, LLC (“Level 3”), which Agreement was filed with the Commission on September 30, 2002 and approved by the Commission by Order entered December 6, 2002 and subsequently amended at Docket A-310633F7001 by Orders entered on February 7, 2003 and January 13, 2005, at Docket A-2013-2394429 by Order entered February 6, 2014 and at Docket A-2014-2429720 by Order entered August 21, 2014. Amendment No. 5 is deemed effective as of December 21, 2017, and was signed by the second of the two parties on January 25, 2018. This this filing is being made within 30 days of the day that the Agreement 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 Level 3.

Very truly yours,

A handwritten signature in blue ink that reads "Suzan D. Paiva".

Suzan D. Paiva

SDP/sau
Enclosure

cc: Gary Black, VP Carrier Relations
Attached Service List

SERVICE LIST

Tanya J. McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1925

John R. Evans
Office of Small Business Advocate
Commerce Building, Suite #202
300 North Second Street
Harrisburg, PA 17101

Richard A. Kanaskie
Bureau of Investigation & Enforcement
PA Public Utility Commission
P.O. Box 3265
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

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

AMENDMENT NO. 5
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTH LLC, SUCCESSOR TO VERIZON NORTH INC.
AND
LEVEL 3 COMMUNICATIONS, LLC

This Amendment No. 5 (this "Amendment") shall be deemed effective on December 21, 2017 (the "Amendment Effective Date"), by and between Verizon North LLC, successor to Verizon North Inc. ("Verizon"), a Delaware limited liability company with offices at 1717 Arch Street, Philadelphia, PA 19103 and Level 3 Communications, LLC ("Level 3"), a Delaware limited liability company with offices at 1025 Eldorado Blvd., Broomfield, Colorado 80021. (Verizon and Level 3 may be hereinafter referred to individually as a "Party" and, collectively, as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated May 1, 2002 (the "Adoption Letter"), Level 3 adopted in the State of Pennsylvania, the interconnection agreement between Ciera Network Systems Inc. and Verizon that was approved by the Pennsylvania Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, Level 3 intends to provide services as a carrier partner to one or more providers of Interconnected VoIP Service ("IVP") that will enable such providers to satisfy the "facilities readiness" requirements of the FCC's Order in *Numbering Policies for Modern Communications*, WC Docket No. 13-97, Report and Order (rel. June 22, 2015) and 47 C.F.R. Sec. 52.15;

WHEREAS, Level 3 has requested that the Parties amend the Agreement to address the matters set forth herein.

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


1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
 - 1.1 Verizon and Level 3 will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from Level 3's Customers or end users as provided for in the Agreement.

- 1.2 This Amendment does not authorize Level 3 to bill Verizon on behalf of any IVP for any rates or charges associated with traffic or interconnection facilities.
 - 1.3 Verizon shall not be responsible for any misuse of numbering resources, NPA NXX codes or number blocks by IVP.
 - 1.4 Level 3 will pass unaltered signaling information received from IVP in accordance with FCC regulations and industry standards
 - 1.5 Level 3 agrees that Verizon shall not be responsible to provide 911 services directly to the IVP.
 - 1.6 By agreeing to exchange IVP traffic pursuant to this Amendment and the Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
2. Miscellaneous Provisions.
- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
 - 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
 - 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 - 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
 - 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
 - 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 2.9.1 Interconnected VoIP Service.
- Shall have the meaning set forth in FCC Regulations.

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

LEVEL 3 COMMUNICATIONS, LLC

By:  _____

Printed: Gary Black

Title: VP Carrier Relations

Date: 1/19/2018

VERIZON NORTH LLC

By:  _____

Printed: Tina Still

Title: Contract Management

Date: 1/25/2018