

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

**VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED**

**and**

**ADELPHIA BUSINESS SOLUTIONS OF KENTUCKY, INC.,  
F/K/A HYPERION COMMUNICATIONS OF KENTUCKY, INC.,  
F/K/A LOUISVILLE LIGHTWAVE D/B/A LEXINGTON LIGHTWAVE**

**THIS AMENDMENT No. 1** (this “Amendment”) is made this 4th day of June, 2001, by and between Verizon South Inc., f/k/a GTE South Incorporated, a Virginia corporation (“Verizon”) and Adelphia Business Solutions of Kentucky, Inc., f/k/a Hyperion Communications of Kentucky, Inc., f/k/a Louisville Lightwave d/b/a Lexington Lightwave a Delaware corporation (“Adelphia”). (Verizon and Adelphia may be hereinafter referred to, each individually, as a “Party” and, collectively as the “Parties”. This Amendment covers services in the Commonwealth of Kentucky (the “State”).

**WITNESSETH:**

**WHEREAS**, Verizon and Adelphia are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved by the Commission’s Order dated July 16, 1997 in Docket No. 97-272; and

**WHEREAS**, subsequent to the approval of the Interconnection Agreement, Adelphia notified Verizon that it desired to amend the Interconnection Agreement as set forth herein; and

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

1. The Parties agree that the terms and conditions as set forth in Attachment A shall govern the provisions of Combinations:
2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision

appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

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

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

**VERIZON SOUTH INC.**

**ADELPHIA BUSINESS SOLUTIONS  
OF KENTUCKY, INC., F/K/A  
HYPERION COMMUNICATIONS OF  
KENTUCKY, INC., F/K/A  
LOUISVILLE LIGHTWAVE D/B/A  
LEXINGTON LIGHTWAVE**

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

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

Name: Steven J. Pitterle

Name: \_\_\_\_\_

Title: Director - Negotiations  
Network Services

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

**COMBINATIONS ATTACHMENT****1. General**

- 1.1 Verizon shall provide to Adelphia, in accordance with this Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements in combinations (Combinations); provided, however, that notwithstanding any other provision of this Attachment, Verizon shall be obligated to provide Combinations to Adelphia only to the extent required by Applicable Law and may decline to provide Combination to Adelphia to the extent that provision of such Combination is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a Combination pursuant to this Attachment only to the extent such Combination, and the equipment and facilities necessary to provide such Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Adelphia shall not directly or through a third party (e.g., Adelphia's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a Combination that Verizon would not otherwise have an obligation to provide. For example, Adelphia shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing Combination desired by Adelphia is not available in order to permit Adelphia to subsequently convert the Telecommunications Services to the Combinations desired by Adelphia.
- 1.3 Adelphia may use a Combination only for those purposes for which Verizon is required by Applicable Law to provide such Combination to Adelphia. Without limiting the foregoing, Adelphia may use a Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such Combination to Adelphia in order to allow Adelphia to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Attachment:
  - 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a Combination not offered under this Attachment to Adelphia as of the Effective Date, the terms, conditions and prices for such Combination (including, but not limited to, the terms and conditions defining the Combination and stating when and where the Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.
  - 1.4.2 Verizon shall not be obligated to provide to Adelphia, and Adelphia shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Attachment to terminate its provision of a Combination, if Verizon provides a Combination to Adelphia, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Combination, Verizon may terminate its provision of such Combination to Adelphia. If Verizon terminates its provision of a Combination to Adelphia pursuant to this Section 1.5 and Adelphia elects to purchase other Services offered by Verizon in place of such Combination, then: (a) Verizon shall reasonably cooperate with

Adelphia to coordinate the termination of such Combination and the installation of such Services to minimize the interruption of service to Customers of Adelphia; and, (b) Adelphia shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Attachment shall be deemed to constitute an agreement by Verizon that any item identified in this Attachment as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Adelphia on an unbundled basis.
- 1.7 If as the result of Adelphia Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Adelphia Customer premises, Adelphia will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

## **2. Combinations**

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Adelphia, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

**PRICING ATTACHMENT****1. General**

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Attachment, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

**2. Adelphia Prices**

Notwithstanding any other provision of this Attachment, the Charges that Adelphia bills Verizon for Adelphia's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Adelphia has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Adelphia's cost to provide such Adelphia Services to Verizon exceeds the Charges for Verizon's comparable Services.

**3. Section 271**

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

**4. Regulatory Review of Prices**

Notwithstanding any other provision of this Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs,

in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**PRICING APPENDIX TO THE COMBINATIONS ATTACHMENT****UNE-P Pricing**

Monthly Recurring Charges (MRC). 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

Non-Recurring Charges (NRC). On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

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

Operator Services and Directory Assistance Services (OS/DA). If Adelphia does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Adelphia's completion of a separate OS/DA agreement.



## APPENDIX A TO THE PRICING ATTACHMENT

## NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100% Manual	Semi- Mech.	Initial Unit	Add'l Unit
<b>ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)</b>				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A
<b>UNE PLATFORM</b>				
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 Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - 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