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**verizon**

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VIA OVERNIGHT DELIVERY

**DOCKET**

December 13, 2002

Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
Eight Old Suncook Road  
Concord, NH 03301



Re: Amendment No. 2 to Interconnection Agreement Between Omnipoint Communications MB Operations, LLC and Omnipoint Communications DEF Operations, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Ms. Howland:

In accordance with Order No. 22,236 dated July 12, 1996, Omnipoint Communications MB Operations, LLC and Omnipoint Communications DEF Operations, LLC and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 2 dated as of November 8, 2002, to the Interconnection Agreement between them dated August 3, 1998, approved by Order No. 23,125, and jointly petition the Commission for approval of that amendment pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e). The amendment provides for dedicated trunk facilities provided by Verizon NH between the Omnipoint network and the Verizon NH switch for transport of Local Traffic delivered by Omnipoint to Verizon NH. Should the Commission subsequently request the submission of further information, the parties will timely comply with such request.

Under the Act, a state commission may reject a negotiated interconnection amendment such as this one only if the commission finds that the amendment (or any portion thereof) discriminates against a telecommunications carrier not a party to the amendment, or that the amendment's implementation would not be consistent with the public interest, convenience and

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necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendment meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

Representing Omnipoint is Dan Menser, Esquire. Please include Mr. Menser on all notices and service lists. His address is:

Dan Menser, Esquire  
Corporate Counsel, Regulatory Affairs  
VoiceStream Wireless Corporation  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Tel (425) 378-4695  
Fax (425) 920-2638

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,

*Victor D. Del Vecchio /mag*  
Victor D. Del Vecchio

Enclosures

cc: Dan Menser, Esquire

omnipoint-nh-amend-2-rate-plan-b-12-13-02

AMENDMENT NO. 2

To the

INTERCONNECTION AGREEMENT

Between

VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON NEW HAMPSHIRE,  
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
D/B/A BELL ATLANTIC – NEW HAMPSHIRE

and

OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC  
and  
OMNIPOINT COMMUNICATIONS DEF OPERATIONS, LLC

This Amendment No. 2 (the "Amendment") to the Interconnection Agreement by and among Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company d/b/a Verizon – New Hampshire ("Verizon"), and Omnipoint Communications MB Operations, LLC and Omnipoint Communications DEF Operations, LLC, and their affiliates (collectively, "Omnipoint"), is made and entered to as of the 8th day of November, 2002 (the "Effective Date").

WHEREAS, Omnipoint and Verizon are parties to an Interconnection Agreement for the state of New Hampshire which became effective August 3, 1998 (the "Agreement");

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

1. Transport Charge. Commencing with the Verizon invoice to be issued in December 2002, in addition to the reciprocal compensation rates set forth in Section 5.2.1 of the Agreement, Omnipoint shall pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the Omnipoint network and the Verizon switch for transport of Local Traffic delivered by Omnipoint to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply). The foregoing rate shall apply until such time as it is replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

2. The following new Section 5.7 is hereby added to the Agreement:

"5.7 Effective on the Effective Date of this Amendment, where Omnipoint interconnects with Verizon by purchasing trunks from Verizon and these trunks are used for two-way traffic, the applicable non-recurring charges (if any) for such trunks to Omnipoint will be reduced by a percentage equal to the percentage of all of the traffic exchanged between Verizon and Omnipoint (including both all of the traffic delivered by Verizon to Omnipoint and all of the traffic delivered by Omnipoint to Verizon) in New Hampshire during the three calendar months prior to the month in which the trunks were installed that was traffic which originated on Verizon's network and terminated on Omnipoint's network. Upon request by Verizon, Omnipoint will provide Verizon with any traffic volume information reasonably needed by Verizon to calculate this percentage. At Verizon's election, (a) the reduction in the non-recurring charges for the trunks will be included in Verizon's bills to Omnipoint, or (b) Verizon will bill Omnipoint the full amount of the non-recurring charges for the trunks and Omnipoint will bill Verizon for the amount of the reduction in the non-recurring charges for the trunks."


3. Scope of Amendment. Except to the extent set forth in Sections 1 and 2 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

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

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

**OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC**

By:   
Printed: Dave Mayo  
Vice President, Finance & Planning  
Engineering & Technical Operations  
Title: \_\_\_\_\_

**OMNIPOINT COMMUNICATIONS DEF OPERATIONS, LLC**

By: 

Printed: Dave Mayo

Title: Vice President, Finance & Planning  
Engineering & Technical Operations

**VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON NEW HAMPSHIRE**

By: 

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning