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June 4, 2010

VIA ELECTRONIC FILING

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


Re: Joint Petition of
Verizon Pennsylvania Inc. (f/k/a Bell Atlantic-Pennsylvania, Inc.)
And RCN Telecom Services of Philadelphia, Inc.
for Approval of an Interconnection Agreement
[Reference Docket No. A-310555F7000]
Docket No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 8 to the Interconnection Agreement between Verizon Pennsylvania Inc. and RCN Telecom Services of Philadelphia, Inc., which Agreement was approved by the Commission by Order adopted on January 17, 1997. This Amendment should be attached to and made part of the filed Agreement. As evidenced by the cc: below, notice of this filing is being provided to RCN Telecom.

Per the request of the Secretary's office we are refileing this amendment.

Very truly yours,


Suzan D. Paiva

SDP/meb
Enclosure

cc: Joseph Kahl, Senior Director, Regulatory Affairs, RCN Telecom
Attached Service List

SERVICE LIST

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Johnnie E. Simms
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

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

AMENDMENT NO. 8

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC., f/k/a BELL ATLANTIC - PENNSYLVANIA, INC.

and

RCN TELECOM SERVICES, INC. and RCN TELECOM SERVICES OF PHILADELPHIA, INC.

This Amendment No. 8 (the "Amendment") shall be deemed effective on May 3, 2010 (the "Amendment Effective Date") by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and RCN Telecom Services, Inc. (f/k/a RCN Telecom Services of Pennsylvania, Inc.) and RCN Telecom Services of Philadelphia, Inc., ("RCN"), both Pennsylvania corporations with offices at 196 Van Buren Street, Herndon, Virginia 20170. (Verizon and RCN are hereinafter referred to collectively as the "Parties" and individually as a "Party.") This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and RCN are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 23, 1996 (the "Agreement"); and

WHEREAS, the Parties previously amended the Agreement with Amendment Number 6, which established terms for Fiber Meet (as such term is used in Amendment Number 6) arrangements and to clarify other provisions of the Agreement; and

WHEREAS, RCN has requested that the Parties amend the Agreement, as set forth herein, in order to change the previously established terms for Fiber Meet arrangements;

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 (including, without limitation, Exhibit A attached hereto), all of which shall apply to and be a part of the Agreement (hereafter referred to as the "Amended Agreement") notwithstanding any other provision of the Amended Agreement or a Verizon Tariff.

2. Fiber Meet Arrangement Provisions.

2.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party; provided, however, that a Party may not make such a request if the Parties have not consistently been exchanging an amount of applicable traffic (as set forth in Section 2.4 below) in the relevant exchanges for which a Fiber Meet arrangement is requested equal to at least one (1) DS-3. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties

mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of add/drop multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement and for each Fiber Meet arrangement the Parties have implemented, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A. Each such document will be treated as Confidential Information.

- 2.2 Where the Parties' networks have not been interconnected for a minimum of three (3) months as required by Section 4.3.1 of the Amended Agreement in the relevant exchanges for which a Fiber Meet arrangement is requested RCN may still request a Fiber Meet arrangement by providing written notice thereof to Verizon (which request shall include a good faith, written forecast showing that the Parties will consistently exchange an amount of applicable traffic in the relevant exchanges for which a Fiber Meet arrangement is requested equal to a utilization level of at least one (1) DS3 within twelve (12) months from the date the Fiber Meet arrangement becomes operational), so long as each of the following conditions is met: (a) neither RCN nor any of RCN's affiliates has an overdue balance on any bill rendered to RCN or RCN's affiliates by Verizon or Verizon's affiliates for charges that are not subject to a good faith dispute and (b) RCN, upon Verizon's request, promptly provides, an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount determined by Verizon based upon Verizon's anticipated costs (including, without limitation, labor at Verizon's Tariff rates for the deployment) of facilities for such Fiber Meet arrangement. Notwithstanding any other provision of this Amendment, Verizon shall not have an obligation under this Section 2.2 to establish a Fiber Meet arrangement until RCN provides such letter of credit to Verizon. If, twelve (12) months or more after establishment of a Fiber Meet arrangement between the Parties under this Section 2.2, Verizon determines that actual volumes of applicable traffic on the Fiber Meet arrangement are less than RCN's forecast, then Verizon may (but is not obligated to) draw on the letter of credit upon notice to RCN in respect of costs actually incurred by Verizon to deploy facilities on such Fiber Meet arrangement (and for the avoidance of any doubt, such costs shall include, without limitation, the costs of labor, at Verizon's Tariff rates therefor). If Verizon so draws on a letter of credit, RCN hereby irrevocably waives any right it may have to make a claim or the like with respect to (or in connection with) the amounts that Verizon has drawn. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment.
- 2.3 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Tandem or End Office and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 2.4 A Fiber Meet arrangement may be used for the transmission and routing of the following traffic types over Interconnection Trunks: Reciprocal Compensation Traffic, IntraLATA Toll Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, Tandem Transit Traffic, and Measured Internet Traffic.

- 2.4.1 To the extent that a Fiber Meet arrangement is used for the transmission and routing of Reciprocal Compensation Traffic and Measured Internet Traffic, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Amended Agreement and transport charges to reach additional Verizon IPs and/or to provide additional RCN-IPs pursuant to the terms of the Amended Agreement (including without limitation Section 2.7 of this Amendment), neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements.
 - 2.4.2 To the extent that a Fiber Meet arrangement is used for the transmission and routing of IntraLATA Toll Traffic, the Party originating such traffic shall compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Amended Agreement and applicable Tariffs.
 - 2.4.3 To the extent that a Fiber Meet arrangement is used for the transmission and routing of translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, such traffic shall be subject to the rates and charges set forth in the Amended Agreement and applicable Tariffs.
 - 2.4.4 To the extent that a Fiber Meet arrangement is used for the transmission and routing of Tandem Transit Traffic, such traffic shall not exceed the CCS busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month, and Verizon shall charge (and RCN shall pay) Verizon's applicable rates and charges as set forth in the Amended Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.
- 2.5 At RCN's request, a Fiber Meet arrangement may also be used for the transmission and routing of the following traffic types over the following trunk types:
- 2.5.1 Operator services traffic from RCN's Telephone Exchange Service Customers to an operator services provider over operator services trunks;
 - 2.5.2 Directory assistance traffic from RCN's Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;
 - 2.5.3 911 traffic from RCN's Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and
 - 2.5.4 Jointly-provided Switched Exchange Access Service traffic, including but not limited to translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between RCN Telephone Exchange Service Customers and third party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement is used for the transmission and routing of any traffic of the types set forth in this Section 2.5, Verizon may bill (and RCN shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Section 2.4 or 2.5 of this Amendment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

- 2.6 RCN will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Amended Agreement.
- 2.7 The Fiber Meet point(s) of any Fiber Meet arrangement shall serve as an RCN-IP under the Amended Agreement. The Fiber Meet point(s) of any Fiber Meet arrangement shall also serve either: (1) as a Verizon Tandem IP for a particular Verizon Tandem if that Tandem is identified in Section 1 of the applicable Technical Specifications and Requirements document, and only for traffic destined to Verizon Customers served by a Verizon End Office that subtends that Verizon Tandem; or (2) as a Verizon End Office IP for a particular Verizon End Office if that End Office is identified in Section 1 of the applicable Technical Specifications and Requirements document, and only for traffic destined to Verizon Customers served by that Verizon End Office. Nothing herein shall be read to limit RCN's financial responsibility for transport to reach additional Verizon IPs as required under the Amended Agreement or to relieve RCN of its obligation to provide additional RCN-IPs as required under the Amended Agreement. To the extent RCN wishes to obtain transport from a Verizon Tandem or End Office to reach additional Verizon IPs or to provide additional RCN-IPs, it can purchase such transport in accordance with the terms and conditions, including, without limitation, rates and charges, set forth in the Amended Agreement, in any applicable Verizon Tariff(s), or as may subsequently be approved by the Commission or agreed to between the Parties.

3. Miscellaneous Provisions.

- 3.1 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 conditions 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 3.1.
- 3.2 Counterparts. This Amendment may be executed in 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.
- 3.3 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.
- 3.4 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, provided that 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.
- 3.5 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 inference shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.6 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

- 3.7 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.
- 3.8 Definitions. Capitalized terms used and not otherwise defined herein have the meaning set forth in the Amended Agreement. Notwithstanding any other provision in the Agreement, Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below (provided, however, that these definitions shall apply to the respective defined terms only where those terms are used in this Amendment including Exhibit A attached hereto, and shall not apply to the respective defined terms where those terms are used in any other provision of the Amended Agreement):
- 3.8.1 Fiber Meet. A fiber meet between the Parties' respective networks, established by the Parties in accordance with this Amendment.
- 3.8.2 Fiber Network Interface Device ("FNID"). A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.
- 3.8.3 IntraLATA Toll Traffic. Traffic originated by a Customer of one Party on that Party's network in a Local Calling Area and terminates to a Customer of the other Party on that other Party's network, within the same LATA but in a different Local Calling Area.
- 3.8.4 Local Calling Area. A local calling area as defined by Verizon's applicable Tariff, and including any non-optional extended local calling scope arrangement but excluding any optional extended local calling scope arrangement.
- 3.8.5 Maintenance Control Office. Either Party's center responsible for control of the maintenance and repair of a circuit.
- 3.8.6 Measured Internet Traffic. Dial-up, switched traffic that is transmitted to or returned from the Internet at any point during the transmission, and is originated by a Customer of one Party on that Party's network at a point in a Local Calling Area, and delivered to a Customer or an Internet service provider served by the other Party, on that other Party's network at a point in the same Local Calling Area. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.
- 3.8.7 Non-Revertive. Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.
- 3.8.8 Primary Reference Source. Equipment that provides a timing signal to synchronize network elements.
- 3.8.9 Reciprocal Compensation Traffic. Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for traffic that is

interstate or intrastate exchange access or information access, or exchange services for exchange access or information access. The determination of whether traffic is exchange access or information access shall be based upon the Local Calling Area. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below): (1) traffic that is transmitted to or returned from the Internet at any point during the transmission; (2) traffic that does not originate and terminate within the same Local Calling Area, based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling scope arrangement traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or (6) Tandem Transit Traffic.

- 3.8.10 Tandem Transit Traffic. Telephone Exchange Service traffic that originates on RCN's network, and is transported through Verizon's Tandem to the subtending end office or its equivalent of another local exchange carrier or Commercial Mobile Radio Service carrier, where neither the originating nor terminating customer is a Customer of Verizon. Subtending end offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG); and Verizon shall not be required to transit traffic through a Verizon Tandem to any end office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

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

RCN TELECOM SERVICES, INC. f/k/a RCN
TELECOM SERVICES OF PENNSYLVANIA,
INC.

By: Joseph Kahl

Printed: Joseph Kahl

Title: Senior Director, Regulatory Affairs

Date: 4/30/2010

VERIZON PENNSYLVANIA INC.

By: Jennifer Ross

Printed: Jennifer Ross

Title: Director - Interconnection

Date: 5-6-2010

RCN TELECOM SERVICES OF
PHILADELPHIA, INC.

By: Joseph Kahl

Printed: Joseph Kahl

Title: Senior Director, Regulatory Affairs

Date: 4/30/2010

Technical Specifications and Requirements

for

RCN - Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to RCN - Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amended Agreement) between Verizon's [NAME OF END OFFICE/TANDEM] and RCN's [NAME OF END OFFICE/TANDEM] in the Commonwealth of Pennsylvania. A diagram of FM No. [XX] is included as Appendix A.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for RCN to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and RCN will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 RCN will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by RCN will be a [MANUFACTURER, MODEL]. RCN will bear the cost of installing and maintaining its FNID. The fiber patch panel within RCN's FNID will serve as FMP No. 2. RCN will provide a fiber stub at the fiber patch panel in RCN's FNID for Verizon to connect [] strands of its fiber cable. RCN's FNID will be locked, but RCN and Verizon will have 24 hour access to their respective side of the fiber patch panel located in RCN's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].
 - 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].

- 3.4. The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5. The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6. The path switch protection shall be set as [Non-Revertive].
- 3.7. Verizon and RCN shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
 - 4.1. Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide RCN with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
 - 4.2. RCN will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. RCN will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, RCN must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in RCN's Add Drop Multiplexer.
 - 4.3. RCN and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
 - 4.4. The Data Communication Channel shall be disabled between the Verizon and RCN Add Drop Multiplexers of FM No. [XX].
5. Testing.

Prior to turn-up of FM No. [XX], Verizon and RCN will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
 - 6.1. For one-way and two-way trunk arrangements, the SAA information will be turned over to RCN as a final step of turn up of the FM No. [XX].
 - 6.2. For one-way trunk arrangements established pursuant to the terms of the Amended Agreement (to the extent the Amended Agreement contains such terms), Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and RCN will control the CFA for the subtending facilities and trunks connected to RCN's slots. RCN will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and RCN shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and RCN's Add Drop Multiplexer in FM No. [XX].

6.3 For two-way trunk arrangements established pursuant to the terms of the Amended Agreement (to the extent the Amended Agreement contains such terms), RCN shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. RCN shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

7.1 Verizon and RCN will inventory FM No. [XX] in their operational support systems before the order flow begins.

7.2 Verizon and RCN will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.

7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. RCN will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the RCN's side of the FMPs, as well as delivering its applicable traffic to the FMPs.

7.4 Verizon and RCN will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and RCN will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.

8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

RCN Telecom Services, Inc. and
RCN Telecom Services of Philadelphia, Inc.

Verizon Pennsylvania Inc.

By: _____

By: _____

Date: _____

Date: _____