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April 27, 2011

VIA ELECTRONIC FILING

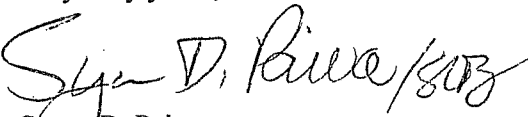
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Petition of
Verizon Pennsylvania Inc. and
Advanced Telephone Systems, Inc. d/b/a HTC Communications
for Approval of an Interconnection Agreement
[Reference Docket No. A-310478 F7000]
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and Advanced Telephone Systems Inc. d/b/a HTC Communications, which Agreement was effective October 10, 2001 and previously amended by Order approved by the Commission on January 24, 2008 in Docket No. A-310478 F7000. This Amendment No. 2 should be attached to and made part of the Interconnection Agreement. The Amendment is effective as of February 18, 2011, and was signed by the second of the two parties' signers on April 4, 2011. Thus, 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 Advanced Telephone Systems, Inc. d/b/a HTC Communications.

Very truly yours,


Suzan D. Paiva

SDP/slb
Enclosure

cc: Grier Adamson, Treasurer, Advanced Telephone Systems, Inc.
Norman J. Kennard, Esquire
Attached Certificate of Service

SERVICE LIST

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Office of Consumer Advocate
555 Walnut Street, 5th Floor
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Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.
AND
ADVANCED TELEPHONE SYSTEMS, INC. D/B/A HTC COMMUNICATIONS

This Amendment No. 2 (this "Amendment") shall be deemed effective on February 18, 2011 (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, PA 19103, and Advanced Telephone Systems, Inc., d/b/a HTC Communications ("HTC"), a corporation with offices at 75 Main Street, Hickory, PA 15340. (Verizon and HTC 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 September 26, 2001 (the "Adoption Letter"), HTC adopted in the Commonwealth of Pennsylvania, the terms of the interconnection agreement between Level 3 Communications, LLC 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, the Parties wish to 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 The Parties hereby amend Schedule 4.0 of the Agreement to include a mutual IP at the meet point that exists as of the Effective Date between Verizon Pennsylvania and Hickory Telephone Company, located at the service territory boundary between those two carriers as specified in the NECA No. 4 Tariff (the "Meet Point IP"). Each Party agrees that the Meet Point IP shall be the sole IP for the exchange of Local Traffic and Compensable Internet Traffic under the Agreement.
 - 1.2 For the avoidance of doubt, each Party shall bear sole financial responsibility for

facilities on that Party's side of the Meet Point IP to the extent such facilities are used for the transport of Local Traffic or Compensable Internet Traffic.

- 1.3 The Parties agree to engage in good faith efforts to groom the trunks interconnecting their respective networks to the most efficient arrangement practicable. As of the Amendment Effective Date, the Parties agree that such arrangement will require a total of four two-way DS-1s.

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.

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

ADVANCED TELEPHONE SYSTEMS, INC.,
D/B/A HTC COMMUNICATIONS

VERIZON PENNSYLVANIA INC.

By: *Grier Adamson*

By: *Jennifer Ross*

Printed: Grier Adamson

Printed: Jennifer Ross

Title: Treasurer

Title: Director – Interconnection

Date: March 24, 2011

Date: 4/4/2011