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October 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 RNK Pennsylvania, Inc.
for Approval of an Interconnection Agreement
[Reference Docket No. A-311449 F7000]
Dkt. No.

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania Inc. and RNK Pennsylvania, Inc., which Agreement was approved by the Commission by Order entered August 14, 2007 in Docket No. A-311449 F7000. 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 RNK Pennsylvania, Inc.

Very truly yours,


Suzan D. Paiva

SDP/slb
Enclosure

cc: Michael Tenore, Acting General Counsel and VP Regulatory Affairs, RNK
Attached Certificate of Service

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
Bureau of Investigation & Enforcement
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. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON PENNSYLVANIA INC.

AND

RNK PENNSYLVANIA, INC.

This Amendment No. 2 (this "Amendment") shall be deemed effective on July 1, 2011 (the "Amendment Effective Date"), by and between Verizon Pennsylvania Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and RNK Pennsylvania, Inc. ("RNK"), a Massachusetts corporation with offices at 333 Elm Street, Suite 310, Dedham, Massachusetts 02026. (Verizon and RNK 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 "Commonwealth").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated May 1, 2007 (the "Adoption Letter"), RNK adopted in the Commonwealth of Pennsylvania, the interconnection agreement between D&E Systems, Inc. and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to reflect their agreements on certain intercarrier compensation (including, without limitation, reciprocal compensation and V/FX Traffic (as defined below)) and related matters, as 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 Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Reciprocal Compensation Rate.

1.1.1 The Reciprocal Compensation Rate that shall apply for the transport and termination of Reciprocal Compensation Traffic shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.

1.1.2 [Intentionally Left Blank].

1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above and Exhibit A to this Amendment shall replace and apply in lieu of the Reciprocal

Compensation Rate for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Appendix A to the Adoption Letter, Section A.I., "Reciprocal Compensation Traffic Termination"), or in accordance with any tariff or SGAT, if applicable.

- 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above and Exhibit A to this Amendment shall apply to the Parties in an equal and symmetrical manner.
- 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by RNK to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to RNK as provided in Section 1.1.1 above and Exhibit A to this Amendment.
- 1.2 [Intentionally Left Blank].
- 1.3 [Intentionally Left Blank].
- 1.4 [Intentionally Left Blank].
- 1.5 Reciprocal Compensation shall not apply to Internet Traffic, V/FX Traffic (as defined herein), or to any other traffic that is not eligible for Reciprocal Compensation under the Agreement or Applicable Law.
- 1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic (such compensation, "Internet Traffic Compensation") shall be governed by the terms of the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (the "Order"), and other applicable FCC orders and FCC regulations, including, without limitation, the Order in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, 19 FCC Rcd 20179, WC Docket No. 03-171 (2004) (the "Core Order").
- 1.7 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission), as modified by the Core Order and other applicable orders and rules of the FCC.
- 1.8 For purposes of this Amendment, "V/FX Traffic" shall mean Local-Dialed Calls (as defined below) that in fact terminate to an end-user station that is outside the local calling area (as defined by Verizon's applicable tariffs, including non-optional EAS) of the rate center to which the calling number is assigned. "Local-Dialed Calls" for these purposes shall mean telephone calls exchanged over local interconnection trunks, where the calling-party telephone number is assigned to a rate center for which the local calling area (as defined by Verizon's applicable tariffs, including non-optional EAS) includes the rate center to which the called-party telephone number is assigned.

- 1.9 The Parties will work together in good faith to establish what portion of Verizon-originated traffic terminated to RNK is V/FX Traffic (the "V/FX Percentage"), and shall implement administrative methods and procedures to measure and adjust that percentage over time. If the Parties have not established the V/FX Percentage and mutually agreeable administrative procedures on or before the date five (5) days after the Amendment Effective Date, the Parties shall implement a default V/FX Percentage of eighty percent (80%) (i.e., that eighty percent of the Verizon-originated traffic delivered for termination to RNK constitutes V/FX Traffic), which default percentage shall apply for a minimum of ninety (90) days, and until the Parties reach mutual agreement otherwise.
- 1.10 RNK shall pay Verizon's tariffed originating interstate access charges (i.e., local switching, transport, and tandem switching) for all V/FX Traffic originated by a Verizon customer, and RNK shall pay Verizon's tariffed terminating interstate access charges (i.e., local switching, transport, and tandem switching) for all V/FX Traffic originated by a RNK customer. RNK shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for any V/FX Traffic exchanged between the Parties.
- 1.11 [Intentionally Left Blank].
- 1.12 The Parties acknowledge that billing for V/FX Traffic may require manual calculations and periodic true-ups, and agree to work together in good faith to develop and implement appropriate processes.
- 1.13 RNK shall not bill, and Verizon shall not be obligated to pay, any intercarrier compensation to RNK for third-party traffic that transits Verizon's network and is delivered for termination to RNK.
- 1.14 [Intentionally Left Blank].
- 1.15 Verizon shall not be obligated to pay any intercarrier compensation to RNK for minutes of use that exceeds the quantity of minutes of use identified by Verizon's records for the same bill period and same jurisdiction (e.g., local, interstate or intrastate). If Verizon's records show a quantity of minutes of use that is different from the quantity billed by RNK, the Parties will defer to Verizon's records, with it being understood that Verizon will principally use (and RNK will accept) Traffic Track as its bill validation tool; provided that in the event of a system failure or other manifest error in Traffic Track that deviates substantially from its typical operation and results in a material inaccuracy of that system, the Parties may disregard that system in favor of a more accurate alternative.
- 1.16 If Verizon does not receive any payment due from RNK for undisputed billings rendered by Verizon on or before the date thirty (30) days after such payment is due, that shall constitute a Payment Default. In the event of a Payment Default, Verizon may terminate its provision of any and all services to RNK upon ten (10) days' notice to RNK and failure of RNK to cure such default within such period
- 1.17 Notwithstanding any other provision of the Agreement, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through June 30, 2015, and thereafter as well until such terms are (a) superseded by a subsequent interconnection agreement effective after June 30, 2015; (b) superseded by an interconnection arrangement pursuant to tariff or SGAT (if applicable) effective after June 30, 2015; or (c) modified pursuant to Section 1.18 of this Amendment, notwithstanding the fact that the Agreement may expire or be terminated prior to that date. In case of the expiration or termination of the Agreement prior to June 30, 2015, the terms contained herein shall continue to remain in effect through June 30, 2015 and thereafter until such time as such terms are superseded in accordance with subsections (a), (b), or (c) of this Section 1.17.

- 1.18 Notwithstanding any other provision of the Agreement, this Amendment, any applicable tariff or SGAT, or otherwise, upon thirty (30) days advance written notice, either Party may initiate a request, to take effect at any time after June 30, 2015, for an amendment to the Agreement (including without limitation to reflect a change of law) providing new or different terms governing intercarrier compensation and V/FX Traffic, provided that neither Party shall be obligated to agree to any such request.

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 2.1.
- 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. Subject to Sections 1.17 and 1.18 of this Amendment, 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 authorized 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 Warranty. RNK represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither RNK, nor any competitive local exchange carrier controlled by or under common control

with RNK, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic or Internet Traffic for the Commonwealth of Pennsylvania at any rates other than the rates for such traffic as specified in this Amendment. For purposes of this Section 2.9, the term "control" shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933.

- 2.10 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

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

RNK PENNSYLVANIA, INC.

By: _____

Printed: _____

Title: _____

Date: _____

VERIZON PENNSYLVANIA INC.

By: _____

Printed: Jennifer Ross

Title: Director-Interconnection

Date: _____

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic	July 1, 2011 through June 30, 2012 – \$0.002439 per minute of use	Not Applicable
	July 1, 2012 through June 30, 2013 – \$0.000987 per minute of use	
	July 1, 2013 through June 30, 2014 – \$0.0007 per minute of use	
	July 1, 2014 and thereafter -- \$0.0007 per minute of use	
