Shari E. Smith
Director
Public Policy

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DELAWARE P.S.C.

verizon

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July 2, 2014

DL
Alisa
Connie
Vince

Via Federal Express
Alisa Carrow Bentley
Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

Dear Ms. Bentley:

RE: In the Matter of the Joint Application of Verizon Delaware Inc. (now known as Verizon Delaware LLC) and Focal Communications Corporation of Pennsylvania (now Broadwing Communications, LLC) for Approval of an Interconnection Agreement Pursuant to §252(e) of the Telecommunications Act of 1996 (Filed October 23, 2003) P.S.C. Docket No. 03-461

Enclosed for filing please find Amendment No. 1 to the Interconnection Agreement between Verizon Delaware Inc., now known as Verizon Delaware LLC, and Focal Communications Corporation of Pennsylvania, now known as Broadwing Communications, LLC.

If you have any questions regarding this matter, please feel free to call me.

Respectfully submitted,

Shari E. Smith/SMB

Enclosure

cc: Gregory M. Romano, Esquire
Mr. David L. Bonar, Public Advocate
Aimee Lee, Level 3 Communications, LLC

AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

VERIZON DELAWARE LLC, F/K/A VERIZON DELAWARE INC.

AND

BROADWING COMMUNICATIONS, LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective on August 1, 2013 (the "Amendment Effective Date"), by and between Verizon Delaware LLC, f/k/a Verizon Delaware Inc. ("Verizon"), a Delaware limited liability company with offices at 901 Tatnall Street, Wilmington, DE 19801 and Broadwing Communications, LLC ("Broadwing"). (Verizon and Broadwing 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 State of Delaware (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated August 6, 2003 (the "Adoption Letter"), Broadwing adopted in the State of Delaware, the interconnection agreement between SPRINT Communications Company L.P. and Verizon New England Inc., d/b/a Verizon Massachusetts that was approved by the Massachusetts Department of Telecommunications & Cable (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, on April 18, 2001, in 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 ("Order"), the Federal Communications Commission ("FCC") affirmed its prior determination that Internet traffic is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional Reciprocal Compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in Verizon's service territory in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in Verizon's service territory in that state under the terms of the Order; and

WHEREAS, on November 18, 2011, in the Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of Connect America Fund*, FCC 11-161, WC Docket No. 1090, *et al.*, 27 FCC Rcd 17663 (2011), and subsequent orders on reconsideration and

clarification, the FCC made certain changes to its intercarrier compensation rules that apply to the Parties; and

WHEREAS, Broadwing has requested that the Parties 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 Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Reciprocal Compensation Rate.

1.1.1 As of the Rate Effectiveness Date, the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 2.7.1 of Part V of the Agreement for the transport and termination of Telecommunications Traffic and Locally-Dialed ISP Traffic (as hereafter defined) that has been delivered to the terminating Party-IP, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.

1.1.2 The "Rate Effectiveness Date" shall be November 1, 2012.

1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Telecommunications Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Section I.A.I.1 and II.A.I.1 of the Pricing Schedule of Part IV of the Agreement, and Section A.I of Appendix 2 of the Adoption Letter).

1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above 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 Broadwing to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Broadwing.

1.1.6 The rates provided for in Section 1.1.1 above shall apply until such time as they are replaced prospectively by such 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 a court of competent jurisdiction.

1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

1.3 Except as expressly set forth in Section 1.1, the following terms shall apply to the exchange of V/FX Traffic:

1.3.1 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of interexchange traffic (including, without limitation, V/FX Traffic that is not Locally-Dialed ISP Traffic) shall be governed by Applicable Law (including, without limitation, the payment of originating and terminating access charges for traffic that is interexchange based on the physical location of the calling and called parties). For purposes of this Amendment, "V/FX Traffic" shall mean calls in which a Broadwing Customer is assigned a telephone number with an NXX code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station.

1.3.2 The Parties hereby agree that, as of the Effective Date, they are exchanging only a *de minimis* amount of V/FX Traffic that is not Locally-Dialed ISP Traffic. If either Party becomes aware that it is exchanging with the other Party more than a *de minimis* amount of V/FX traffic that is not Locally-Dialed ISP Traffic, it shall promptly notify such other Party. The Parties further agree that, from time to time, upon written request from either Party, the other Party shall review with the requesting Party whether the amount of such V/FX Traffic that is not Locally-Dialed ISP Traffic exchanged between them remains *de minimis*.

1.4 "Locally-Dialed ISP Traffic" shall mean traffic: (a) that originates on the public switched telephone network and terminates to an Internet service provider, and (b) for which the rate center associated with the called number is within the local calling area (as defined by the incumbent local exchange carrier in whose service territory the calling party is located, including mandatory EAS) in which the calling party is located.

1.5 "Telecommunications Traffic" shall mean Non-Access Telecommunications Traffic, as defined in 47 C.F.R. § 51.701(b).

1.6 [Intentionally Left Blank].

1.7 [Intentionally Left Blank].

1.8 [Intentionally Left Blank].

1.9 [Intentionally Left Blank].

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.

2.9 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, including, without limitation, Verizon's Collocation Schedule as in effect from time to time. 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.

2.10 Further Assurances. Broadwing 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 Broadwing, nor any competitive local exchange carrier controlled by or under common control with Broadwing, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Telecommunications Traffic or Locally-Dialed ISP Traffic for the State of Delaware at any rates other than the rates for such traffic as specified in this Amendment.

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

BROADWING COMMUNICATIONS, LLC

By: _____

Printed: Shaun Andrews

Title: SVP Voice Services

5/27/14

VERIZON DELAWARE LLC

By: _____

Printed: ~~Michael H. Millegan~~ SHERRI D. SCHCAI

Title: ~~President~~ Acting Director - Interconnection Verizon Global Wholesale

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Reciprocal Compensation Traffic Termination Telecommunications Traffic	Rate Effectiveness Date and thereafter -- $0.0007 per minute of use	Not Applicable