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**Keefe B. Clemons**  
General Counsel – Northeast Region



March 20, 2014

Honorable Kathleen H. Burgess  
Secretary  
New York Public Service Commission  
Three Empire State Plaza  
Albany, New York 12223

***Re: Matter 12-01568***

Dear Secretary Burgess:

Enclosed please find Amendment No. 1 to the Interconnection Adoption between Verizon New York Inc. and RCLEC, Inc., effective February 12, 2014.

The contact person for RCLEC, Inc. is:

Anita Taff-Rice  
iComm Law  
1547 Palos Verdes, #298  
Walnut Creek, CA 94597  
(415) 699-7885  
[anitataffrice@earthlink.net](mailto:anitataffrice@earthlink.net)

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

Respectfully submitted,

A handwritten signature in black ink that reads "Keefe B. Clemons".

Keefe B. Clemons

cc: Anita Taff-Rice (By E-Mail)

# **AMENDMENT NO. 1**

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NEW YORK INC.**  
**AND**  
**RCLEC, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on February 12, 2014 (the "Amendment Effective Date"), by and between Verizon New York Inc. ("Verizon"), a New York corporation with offices at 140 West Street, New York, NY 10007, and RCLEC, Inc. ("RCLEC"), a Delaware corporation with offices at 1400 Fashion Island Blvd., 7th floor, San Mateo, California 94404. (Verizon and RCLEC 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 within its operating territory in the state of New York.

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated June 20, 2012 (the "Adoption Letter"), RCLEC adopted in the State of New York, the terms of the interconnection agreement between Cincinnati Bell Any Distance Inc. and Verizon that was approved by the New York State Public Service Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement");

**WHEREAS**, in the case *Talk America, Inc. v. Michigan Bell Telephone Co.*, 131 S.Ct. 2254 (2011), the United States Supreme Court issued an order addressing the obligations of an incumbent local exchange carrier ("ILEC") to make certain local interconnection facilities available to competitors at cost-based rates; and

**WHEREAS**, RCLEC 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. Rates for Qualifying Entrance Facilities. The rates for Qualifying Entrance Facilities, as defined in Section 2 of this Amendment, and subject to the terms hereof, shall be the rates set forth in Exhibit A hereto.
2. Qualifying Entrance Facilities. A "Qualifying Entrance Facility" shall be an existing DS-1 or DS-3 switched transport facility that is configured to carry Interconnection Trunks used for the transport and termination of Local Traffic originated by end-user Customers served by RCLEC, for termination to end-user Customers served by Verizon (such traffic, "Local First Party Traffic"), in accordance with Section 3 hereof.
  - 2.1 Qualifying Entrance Facilities shall include only such DS-1 or DS-3 facilities as exist as of the Amendment Effective Date and are available as of the date on which RCLEC submits an order (ASR) to obtain such facilities. Verizon shall be under no obligation to construct

new facilities for use as Qualifying Entrance Facilities if sufficient facilities do not exist or are unavailable as set forth in this subsection.

- 2.2 A Qualifying Entrance Facility shall not be used by RCLEC to deliver interexchange traffic, or any traffic other than Local Traffic.
    - 2.2.1 "Local Traffic" for purpose of this Amendment shall be telephone traffic and similar communications on the public switched telephone network (e.g. facsimile transmissions), in which the physical location of the terminating end-user Customer is located within the basic local exchange area (as defined by the ILEC serving such location, and including non-optional extended area service) in which the originating end-user Customer is physically located.
  - 2.3 A Qualifying Entrance Facility shall not be used by RCLEC to deliver transit traffic, third-party traffic, or for the exchange of any traffic other than traffic originated by end-user customers served by RCLEC, delivered to Verizon by RCLEC for termination to end-user customers served by Verizon.
  - 2.4 Traffic exchanged over Qualifying Entrance Facilities shall comply with all obligations and meet all other requirements applicable to traffic exchanged over Interconnection Trunks, as set forth in the Agreement.
3. Interconnection with Qualifying Entrance Facilities. The following terms shall apply for network interconnection with Qualifying Entrance Facilities.
- 3.1 RCLEC shall establish a Point of Interconnection (each, a "Qualifying POI") located within the serving area of each local Tandem within a LATA in which RCLEC holds assigned telephone numbers, or in which Verizon end-users to which RCLEC terminates Local Traffic are located.
  - 3.2 RCLEC shall deliver Local First Party Traffic to Verizon's relevant switch over Interconnection Trunks as follows:
    - 3.2.1 RCLEC shall order, and (subject to the terms hereof) Verizon shall provide, Qualifying Entrance Facilities configured as One-Way or Two-Way Interconnection Trunks from each Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant Verizon End Office).
    - 3.2.2 If Qualifying Entrance Facilities from one or more Qualifying POIs are unavailable as set forth herein, RCLEC shall order switched access services from such Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant End Office) out of Verizon's applicable intrastate switched access tariff, to be provided according to the terms and conditions set forth therein, and configured to carry One-Way or Two-Way Interconnection Trunks.
    - 3.2.3 If the volume of Local First Party Traffic from a Qualifying POI to a particular Verizon End Office exceeds (a) 200,000 minutes of use in a single month, or (b) 600 busy hour Centum Call Seconds (BHCCS) in a single month, RCLEC shall implement direct trunking to such End Office, using Qualifying Entrance Facilities or other facilities as set forth in Sections 3.2.1 and 3.2.2.
  - 3.3 RCLEC shall deliver traffic other than Local First Party Traffic (including non-Local Traffic, Tandem Transit Traffic, translated toll-free traffic, switched access traffic, and

911/E911 Traffic) to Verizon's relevant Tandem or End Office switch on separate trunk groups configured and provisioned as set forth in the Agreement.

4. Miscellaneous Provisions.

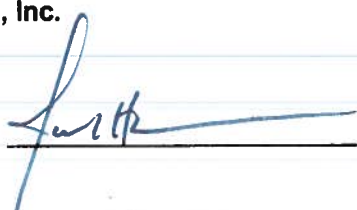
- 4.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment 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 4.1.
- 4.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 4.8 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.
- 4.9 Tariff Documents. 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.

**RCLEC, Inc.**

By: \_\_\_\_\_

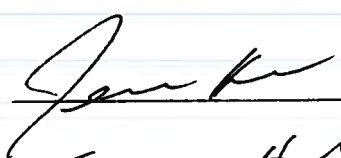


Printed: John Marlow

Title: CEO

**VERIZON NEW YORK INC.**

By: \_\_\_\_\_



Printed: \_\_\_\_\_

*Jerome Hsu*

Title: \_\_\_\_\_

*VP - Global Wholesale*

**EXHIBIT A**

**A. SERVICES, FACILITIES, AND ARRANGEMENTS:**

**Service or Element Description:**

**Qualifying Entrance Facilities**

<b><u>DESCRIPTION</u></b>	<b>NY<sup>▲</sup></b>	
	<b>MRC</b>	<b>NRC</b>
DS1 Entrance Facility	\$102.75	\$144.10
DS1 Dedicated Transport - (FIXED)	\$54.72	\$144.10
DS1 Dedicated Transport - (PER MILE)	\$2.05	
DS3 Entrance Facility - (FIXED)	\$801.75	\$280.07
DS3 Entrance Facility – (PER ¼ MILE)	\$6.38	
DS3 Dedicated Transport - (FIXED)	\$711.09	\$280.07
DS3 Dedicated Transport - (PER MILE)	\$15.21	

<b><u>DESCRIPTION</u></b>	<b>NY<sup>▲</sup></b>	
	<b>MRC</b>	<b>NRC</b>
STS-1/DS3 to DS1		
Service Order Charge – NRC – Per arrangement		\$61.63
Service Order Charge – NRC – Expedited - Per arrangement		\$95.67
Combined Central Office Wiring Charge and Provisioning Charge – NRC – Per arrangement		\$189.59
Combined Central Office Wiring Charge and Provisioning Charge – NRC – Expedited – Per arrangement		\$258.92
Monthly	\$448.44	

▲ Per Verizon's PSC NY No. 8 Tariff.