



Philip J. Wood, Jr.
Vice President – State Government Affairs
Mid-Atlantic Region

417 Walnut Street
1st Floor
Harrisburg, PA 17101

philip.j.wood.jr@verizon.com
717 777 5619

October 31, 2016

E-Filed

Ms. Brinda Westbrook-Sedgwick
Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, NW, Suite 800
Washington, DC 20005

**Re: Formal Case No. TIA 2016-XX: Interconnection Agreement Amendment
between Verizon Washington, DC Inc. and Broadvox-CLEC, LLC**

Dear Ms. Westbrook-Sedgwick:

In accordance with § 252(e) of the Telecommunications Act of 1996 (the "Act"), Verizon Washington, DC Inc. ("Verizon DC") files the attached Interconnection Agreement Amendment No. 1, effective October 5, 2016, between Verizon DC and Broadvox-CLEC, LLC ("Broadvox").

This Amendment is being submitted to the Commission for approval. Under § 252(e)(4) of the Act, if the Commission does not act to approve or reject an amendment reached by negotiation within 90 days following the filing, the amendment shall be deemed approved. Sections 252(e)(2)(a)(i) and (a)(ii) of the Act provide that an amendment must be non-discriminatory, as well as consistent with the public interest, convenience, and necessity. The Amendment fully complies with these requirements.

Broadvox is certified to provide telecommunications services in Washington, DC and its contact is:

Kyle V. Bertrand
Vice President, Network Optimization & Procurement
Broadvox-CLEC, LLC
75 Erieview Plaza, Suite 400
Cleveland, Ohio 44114

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Pursuant to Chapter 1 of 15 DCMR § 147.1(c), a draft Order is being filed electronically (copy attached). If you have any questions regarding this matter, please feel free to call me or Angela Lee (202-515-2513).

Respectfully,

Handwritten signature in black ink that reads "Philip J. Wood, Jr. / ALL". The signature is written in a cursive style.

Enclosures

cc: Kyle V. Bertrand
Sandra Mattavous-Frye, People's Counsel

AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

VERIZON WASHINGTON, DC INC.

AND

BROADVOX-CLEC, LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective on October 5, 2016 (the "Amendment Effective Date"), by and between Verizon Washington, DC Inc. ("Verizon"), a New York corporation with offices at 1300 I Street, N.W., Suite 400, Washington, DC 20005 and Broadvox-CLEC, LLC ("Broadvox"), a Delaware limited liability company with offices at 75 Erieview Plaza, Suite 400, Cleveland, Ohio 44114. (Verizon and Broadvox 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 District of Columbia (the "District").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated April 21, 2009 (the "Adoption Letter"), Broadvox adopted in the District of Columbia, the terms of the interconnection agreement between Ymax Communications Corp. and Verizon that was approved by the District of Columbia Public Service Commission (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 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 that is not V/FX 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 (that is not V/FX Traffic) in Verizon's service territory in that state under the terms of the Order; and

WHEREAS, Broadvox 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 The Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 7 of the Interconnection Attachment of the Agreement 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 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").
 - 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 Broadvox to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Broadvox.
 - 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 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
 - 1.4 [Intentionally Left Blank].
 - 1.5 Reciprocal Compensation shall not apply to Internet Traffic, or to any traffic that does not originate and terminate within the same basic exchange area as defined by Verizon, based on the actual originating and terminating points of the complete end-to-end communication.
 - 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 shall be

governed by the terms of 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.

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. 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 No Arbitrage. Broadvox 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 Broadvox, nor any competitive local exchange carrier controlled by or under common control with Broadvox, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic or Measured Internet Traffic for the District of Columbia 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.

BROADVOX-CLEC, LLC

VERIZON WASHINGTON, DC INC.

By:  _____
DocuSigned by:
EBC98A673C2A426

By:  _____

Printed: Kyle V. Bertrand

Printed: *Rachelle Blevins*

Title: Vice president, Network Optimization & Procurement

Title: Contract Management

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	Amendment Effective Date and thereafter -- \$0.00 per minute of use. (Bill-and-Keep.)	Not Applicable

DRAFT ORDER

**PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
1325 G STREET, NW, 8th FLOOR
WASHINGTON, DC 20005**

ORDER APPROVING AN AMENDMENT TO INTERCONNECTION AGREEMENT

XXXXXXX

FORMAL CASE NO. TIA2016-XX IN THE MATTER OF THE JOINT APPLICATION OF VERIZON WASHINGTON, DC, INC. AND BROADVOX-CLEC, LLC FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH UNDER SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996, Order No. XXX

1. By this Order, the Public Service Commission of the District of Columbia (“Commission”) approves an amendment (“Amendment”) between Verizon Washington, DC Inc. (“Verizon DC”) and Broadvox - CLEC, LLC (“Broadvox”) (collectively, “the Applicants” or “parties”). This Amendment was submitted to the Commission for approval pursuant to Section 252 (e) of the Communications Act, as amended (“the Act”).¹

I. BACKGROUND

2. On October 31, 2016, Verizon DC filed an application on behalf of Broadvox for Commission approval of Amendment No. 1 to the Interconnection Agreement (“Agreement”) between Verizon DC and Broadvox.² The parties have negotiated the Agreement.

II. POSITIONS OF THE PARTIES

3. The Applicants acknowledge that, pursuant to Sections 252(e)(2)(A)(i) and 252 (e)(2)(A)(ii) of the Act, the Amendment must not discriminate against any other telecommunications carrier and must be consistent with the public interest, convenience, and necessity. The Applicants stipulate that the Amendment complies with both sections of the Act.³ Therefore, the Applicants request Commission approval of the Amendment.⁴

¹ See, 47 U.S.C. § 252(e) (1996).

² *Formal Case No. TIA2016-XX, In the Matter of the Joint Application of Verizon Washington, DC Inc. and Broadvox-CLEC, LLC for Approval of an Amendment to the Interconnection Agreement between Verizon Washington DC, Inc. and Broadvox-CLEC, LLC Under Section 252(e) of the Telecommunications Act of 1996*, Verizon DC’s Application, filed October 31, 2016.

³ Application at 1.

⁴ *Id.*

III. ANALYSIS AND DECISION

A. Requirements of Section 252(e)(2)(A) of the Act

4. Pursuant to Section 252(e)(2)(A) of the Act, the Commission must approve a negotiated agreement or an amendment to that agreement, if the Commission finds that it does not discriminate against a telecommunications carrier not a party to the agreement and the implementation of the agreement, or its amendment, is consistent with the public interest, convenience, and necessity. The Commission, therefore, has considered and examined the Amendment in light of this statutory directive.

5. The Commission finds that the Amendment meets these statutory criteria. First, the Amendment does not discriminate against a carrier not a party to the agreement. The Applicants stipulate that the Amendment will be available to any other telecommunications carrier in the District. They further stipulate that other carriers “are not bound by the Amendment and remain free to negotiate independently with Verizon DC pursuant to Section 252 of [the Act].”⁵ In view of these stipulations, the Commission concludes that the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement and therefore, meets the requirements for approval under Section 252(e)(2)(A)(i) of the Act.

6. Second, the Commission finds that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment will facilitate the development of competition in the District telecommunications market and will help to ensure that District consumers gain from any benefits that may flow from competition. The Commission, therefore, concludes that the Amendment is consistent with the public interest, convenience, and necessity, and that it meets the requirements for approval under Section 252(e)(2)(A)(ii) of the Act.

B. Future Revisions

7. The Commission directs the Applicants to comply with the procedures set forth in Sections 2600-2603.1 of the Commission’s rules to obtain Commission approval of any revised agreement into which the Applicants may enter.⁶ For the foregoing reasons, the Commission approves the Amendment.

⁵ *Id.*

⁶ *See*, 15 DCMR § 2603.1 (2001).

Order No. XXX

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THEREFORE, IT IS ORDERED THAT:

8. The Application filed on October 31, 2016, is **GRANTED**, subject to the conditions and the Commission's findings set forth above. The Amendment is **APPROVED**.

A TRUE COPY:

BY DIRECTION OF THE COMMISSION:

CHIEF CLERK

**BRINDA WESTBROOK-SEDGWICK
COMMISSION SECRETARY**