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Alexander W. Moore
Associate General Counsel

October 28, 2020

Shonda D. Green, Secretary
Department of Telecommunications & Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500

Re: Interconnection Agreement between Verizon Massachusetts and Onvoy, LLC

Dear Secretary Green:

In accordance with § 252(e) of the Telecommunications Act of 1996 ("Act"), Verizon Massachusetts is herewith filing a UNE-Resale Forbearance Amendment to the Interconnection Agreement between Verizon New England Inc. d/b/a Verizon Massachusetts and Onvoy, LLC governing interconnection arrangements in the Commonwealth of Massachusetts. This Amendment is being submitted for Department approval under § § 252(e)(1) and (e)(2) of the Act. Section 252(e)(4) of the Act provides that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Questions that the Department or interested persons may have regarding this filing should be directed to me or to Onvoy's representative. The address and email address of Onvoy's representative is:

Richard Monto
Inteliquent
550 W. Adams, Suite 900
Chicago, IL 60661
(312) 384-8090
rmonto@neutraltandem.com

Thank you for your attention to this matter.

Respectfully submitted,

Alexander W. Moore (VMS)
Alexander W. Moore

verizon

UNE/RESALE FORBEARANCE AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN
THE VERIZON PARTIES
AND
THE ONVOY PARTIES

THIS AMENDMENT (this "Amendment"), effective as of January 12, 2020 (the "Effective Date"), amends each of the Interconnection Agreements (the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the Onvoy, LLC competitive local exchange carrier ("CLEC") affiliates (individually and collectively "Onvoy" or the " Onvoy Parties"; Verizon and Onvoy are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect between the Parties as of the Effective Date (the "Agreements").

WITNESSETH:

WHEREAS, Verizon and Customer, whether as original parties or as a result of Customer's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934, as amended (the "Act"), are Parties to Agreements under Sections 251 and 252 of the Act ; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the "FCC") released a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. (the "UNE Transport Forbearance Order"), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released a Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. (the "UNE Loop/Resale Forbearance Order"), which became effective upon release (the UNE Loop/Resale Forbearance Order, together with the UNE Transport Forbearance Order, the "UNE/Resale Forbearance Orders"); and

WHEREAS, in light of the foregoing developments, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the UNE/Resale Forbearance Orders under the existing terms of the Agreements, wish to amend the Agreements as set forth herein; and

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 Agreements. The Agreements are amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Amended Agreements, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

2. Discontinuation of UNE Analog Loops.

   2.1 Notwithstanding any other term or condition of the Amended Agreements or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 2.1 and 2.2 below, Customer shall not order or obtain UNE Analog Loops from Verizon (whether via new orders or conversions of existing special

access circuits or other services), and Verizon shall not be obligated to provide UNE Analog Loops to Customer (whether via new orders or conversions of existing special access circuits or other services).

2.2 New purchases of UNE Analog Loops that would be precluded under Section 2.1 above, but that would otherwise be available to Customer under the Agreement, may be made for installations occurring through February 2, 2020, but may not be made for installations occurring after such date.

2.3 A UNE Analog Loop that Customer purchases (i.e., in-service) as of February 2, 2020 will continue to be available at the rates, terms and conditions that apply under the Agreement (including, but not limited to, any Verizon Tariff referenced therein) through August 2, 2022 ("UNE Analog Loop Transition Deadline"), unless, prior to such date, such UNE Analog Loop is discontinued by Customer or terminated by Verizon for any reason permitted under the Agreement (including, but not limited to, any Verizon Tariff referenced therein). After August 2, 2022, Verizon will no longer provide or maintain under the Amended Agreement any UNE Analog Loop that remains in service as of August 2, 2022.

2.4 For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth herein apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

3. Discontinuation of UNE DS1 and DS3 Transport Between Certain Wire Centers.

3.1 DS1 and DS3 UNE Triggering Endpoints.

3.1.1 For purposes of this Section 3: (a) a "Tier 1" Wire Center is a Wire Center that Verizon identifies (or has identified) as such in an industry notice(s) and/or in a Verizon Tariff pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order; (b) a "Tier 2" Wire Center is a Wire Center that Verizon identifies (or has identified) as such in an industry notice(s) and/or in a Verizon Tariff pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order; (c) a "Tier 3" Wire Center is a Verizon Wire Center that Verizon has not identified as a Tier 1 or a Tier 2 Wire Center as described in (a) and (b) preceding; (d) the two Wire Centers at either end of a Dedicated Transport route are the "endpoints" of the route; (e) the "DS3 UNE Triggering Endpoint(s)" for a DS3 Dedicated Transport route are those endpoints of the route which are Tier 3 Wire Centers; and (f) the "DS1 UNE Triggering Endpoint(s)" for a DS1 Dedicated Transport route are those endpoints that are either Tier 2 or Tier 3 Wire Centers.

3.1.2 Pursuant to Verizon's industry notices and/or Tariff filings pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order: (a) dedicated DS1 transport is available on an unbundled basis only on routes for which either endpoint is (or both endpoints are) a DS1 UNE Triggering Endpoint, and (b) dedicated DS3 transport is available on an unbundled basis only on routes for which either endpoint is (or both endpoints are) a DS3 UNE Triggering Endpoint.

3.2 Effect of UNE Transport Forbearance Order on DS1 and DS3 UNE Triggering Endpoints. To the extent UNE DS1 and DS3 Transport would otherwise be available under the Agreement given the limitations set forth in Section 3.1 above (or limitations that otherwise apply under the Agreement, Applicable Law, or an applicable Verizon Tariff or SGAT), such availability is subject to the further limitations set forth in this Section 3.2. Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 3.3 and 3.4 below:

3.2.1 UNE DS1 Transport. For purposes of determining whether DS1 Dedicated Transport is available on an unbundled basis under Section 3.1.2 above, a Tier 2 or Tier 3 Wire Center shall not be deemed a DS1 Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of only one of those Wire Centers, then UNE DS1 Transport would be available as a UNE on such route, and (b) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Wire Centers, then UNE DS1 Transport would not be available as a UNE on such route, and (c) if one end of a route were a Tier 1 Wire Center and the other end of the route were a Tier 2 or 3 Wire Center that has competitive fiber present within one-half mile, then UNE DS1 Transport would not be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to unbundled DS1 Dedicated Transport on a route where unbundled DS1 Dedicated Transport is not available by application of this Section 3.2.1.

3.2.2 UNE DS3 Transport. For purposes of determining whether DS3 Dedicated Transport is available on an unbundled basis under Section 3.1.2 above, a Tier 3 Wire Center shall not be deemed a DS3 Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if one end of a route were a Tier 1 or 2 Wire Center, and the other end of the route were a Tier 3 Wire Center with competitive fiber located within one-half mile, then UNE DS3 Transport would not be available on such route, (b) if both ends of a route were Tier 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Tier 3 Wire Centers, then UNE DS3 Transport would not be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to unbundled DS3 Dedicated Transport on a route where unbundled DS3 Dedicated Transport is not available by application of this Section 3.2.2.

3.2.3 For purposes of this section, the Wire Centers for which competitive fiber is available within one-half mile are those listed in the August 1, 2019 Public Release of the FCC's Wireline Competition Bureau in WC Docket 18-141 (DA 19-733) (including without limitation any subsequent modifications and supplements to such list).

3.3 New purchases of UNE DS1 or DS3 Dedicated Transport that would be precluded under Section 3.2 above, but that would otherwise be available to Customer under the Agreement, may be made for installations occurring through

January 12, 2020, but may not be made for installations occurring after such date.

3.4 UNE DS1 or DS3 Dedicated Transport that Customer purchases (i.e., in service) as of January 12, 2020 will continue to be available at the rates, terms and conditions that apply under the Agreement (including, but not limited to, any Verizon Tariff referenced therein) through July 12, 2022 ("UNE Transport Transition Deadline" and, together with the UNE Analog Transition Deadline, the "Embedded Base Transition Deadlines"), unless, prior to such date, such UNE DS1 or DS3 Dedicated Transport is discontinued by Customer or terminated by Verizon for any reason permitted under the Agreement (including, but not limited to, any Verizon Tariff referenced therein). After July 12, 2022, Verizon will no longer provide or maintain under the Amended Agreement any such UNE DS1 or DS3 Dedicated Transport that remains in service as of July 12, 2022.

3.5 For the avoidance of any doubt, the limitations on availability of UNE DS1 and DS3 Dedicated Transport set forth herein apply regardless of whether the DS1 or DS3 Transport is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

4. Replacement Arrangements.

4.1 Where Verizon is permitted to cease providing a UNE Analog Loop, UNE DS1 Dedicated transport, or UNE DS3 Dedicated Transport (each of the foregoing, a "Discontinued UNE") under the terms of the Amended Agreement (including, but not limited to, Sections 2 and 3 above) and Customer has not submitted a Local Service Request ("LSR") or Access Service Request ("ASR"), as appropriate, to Verizon requesting disconnection of the Discontinued UNE and has not separately secured from Verizon an alternative arrangement to replace the Discontinued UNE as of the applicable Embedded Base Transition Deadline, then Verizon may disconnect the subject Discontinued UNE to Customer immediately following or any time after the applicable Embedded Base Transition Deadline.

4.2 In lieu of disconnecting the subject Discontinued UNE in the foregoing circumstances, upon written notice to Customer, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued UNE to an arrangement available under a Verizon access Tariff (in which case month-to-month rates shall apply unless Verizon determines that the circuit is eligible for a different plan to which your company then subscribes), a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer, or (b) in lieu of such a conversion, reprice the subject Discontinued UNE by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access Tariff, a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer (the rates, terms and conditions of such replacement arrangement that Verizon identifies under (a) or (b) preceding, the "Replacement Terms"); provided, however, that Verizon may disconnect the subject Discontinued UNE (or the replacement service to which the Discontinued UNE has been converted) if Customer fails to pay when due any applicable new rate or surcharge billed by Verizon. Without limiting Verizon's rights or Customer's obligations under this Section 4, Customer shall cooperate with Verizon in implementing the requirements of this Section 4 and shall promptly submit any LSR or ASR and take such other action that may be needed to implement such requirements.

4.3 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of the Amended Agreement, any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of any rates, terms, or conditions for such facility, service, or arrangement pursuant to 47 U.S.C. § 252(b) or other provision of Applicable Law.

5. Discontinuation of Wholesale Discount for Resold Services.

5.1 Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 5.2 and 5.3 below, the wholesale discount for Telecommunications Services that Customer purchases for resale under 47 U.S.C. § 251(c)(4) (such discount that applies under the Agreement or applicable Tariff, the "Wholesale Discount") is not available to Customer and shall hereby cease to apply except as set forth in Sections 5.2. and 5.3 below.

5.2 Customer's new purchases of Telecommunications Services for resale at the Wholesale Discount may be made pursuant to the Amended Agreement through February 2, 2020. After such date, any additional purchases of Telecommunications Services for resale may be made at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service that is generally offered to Verizon's end user customers). Such services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement, other than the Wholesale Discount, shall continue to apply to such services.

5.3 Any resold Telecommunications Services that Customer purchases (i.e., in service) at the Wholesale Discount as of February 2, 2020 will remain available at the Wholesale Discount through August 2, 2022 unless, prior to such date, the resold Telecommunications Service is discontinued by Customer or the Telecommunications Service is terminated by Verizon for any reason permitted under the Amended Agreement, a Verizon Tariff, or Applicable Law. After such date, any resold Telecommunications Service that has not previously been discontinued by Customer or terminated by Verizon will continue to be provided by Verizon at the retail price for such Telecommunications Service as set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Telecommunications Service, Verizon's retail price for the Telecommunications Service that is generally offered to Verizon's end user customers). Such services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

6. Miscellaneous Provisions.

6.1 Existing Rights and Obligations. Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide unbundled access to Analog UNE Loops, UNE DS1 or DS3 Dedicated Transport, or any other unbundled network element (whether as a stand-alone UNE, as part of a combination, or otherwise) that was not already available to Customer under the Agreement prior to this Amendment (b) to obligate Verizon to offer or provide unbundled access at rates prescribed under Section 251(c)(3) of the Act to any facility that is or becomes a Discontinued UNE, whether as a stand-alone UNE, as part of a combination, or otherwise, (c) to obligate Verizon to apply the wholesale discount for resold services under 47 U.S.C. § 251(c)(4) where such discount and associated terms and conditions are not already available under the Agreement prior to this Amendment, or (d) to limit any right of Verizon under the Agreement (independent of this Amendment), any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued UNE, whether as a stand-alone facility, as part of a combination, or otherwise, or to cease providing the Wholesale Discount to resold services under 47 U.S.C. § 251(c)(4).

6.2 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 6.2.

6.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

6.9 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.

6.10 Electronic Signatures. For the avoidance of any doubt, this Amendment may be signed electronically, and the Amendment and the signatures may be recorded and stored in an electronic form.

6.11 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

6.11.1 Dedicated Transport. Dedicated Transport is a Verizon DS1- or DS3-capacity transmission facility, within a LATA, between Verizon Wire Centers or switches (as identified in the LERG) that is dedicated to a particular customer or carrier. For avoidance of any doubt, Verizon shall not be required to provide unbundled access to any form of Dedicated Transport that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (including, but not limited to, any Dedicated Transport that does not connect a pair of Verizon Wire Centers).

6.11.2 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.

6.11.3 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.

6.11.4 Tariff. Any applicable Federal or state tariff, product guide, standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which Verizon makes a service, facility, arrangement or the like available for purchase. The term “Tariff” does not include any SGAT pursuant to Section 252(f) of the Act.

6.11.5 UNE Analog Loop. An unbundled two-wire or four-wire analog voice-grade copper loop as defined in UNE Loop/Resale Forbearance Order (by whatever name the Agreement or Verizon Tariff or SGAT may use to refer to such loops, including, but not limited to, where the term “link” is used in lieu of “loop”).

6.11.6 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

THE ONVOY PARTIES		**THE VERIZON PARTIES**	
By:	Kyle V. Bertrand Kyle V. Bertrand (Aug 17, 2020 10:36 EDT)	By:	Claudine Celestino Claudine Celestino (Aug 17, 2020 10:37 EDT)
Printed:	Kyle V. Bertrand	Printed:	Claudine Celestino
Title:	VP Procurement Management and Networ	Title:	Manager, Contract Management
Date:	Aug 17, 2020	Date:	Aug 17, 2020

Attachment 1

Customer Legal Entity Name	Verizon Legal Entity Name	Contract State	Agreement Effective Date	Agreement ID (for Verizon Use Only)
Onvoy, LLC	Verizon New Jersey Inc.	NJ	5/10/2004	00023487.0
Onvoy, LLC	Verizon Delaware LLC	DE	10/5/2007	00023414.0
Onvoy, LLC	Verizon Maryland LLC	MD	3/27/2006	00023474.0
Onvoy, LLC	Verizon New England Inc., d/b/a Verizon Massachusetts	MA	5/4/2004	00023479.0
Onvoy, LLC	Verizon New England Inc., d/b/a Verizon Rhode Island	RI	2/25/2008	00023500.0
Onvoy, LLC	Verizon New York Inc.	NY	10/16/2006	00023496.0
Onvoy, LLC	Verizon North LLC	PAw	10/10/2007	00023424.0
Onvoy, LLC	Verizon Pennsylvania LLC	PAe	10/10/2007	00023421.0
Onvoy, LLC	Verizon South Inc.	VAw	3/27/2006	00023507.0
Onvoy, LLC	Verizon Virginia LLC	VAe	3/27/2006	00023502.0
Onvoy, LLC	Verizon Washington, DC Inc.	DC	3/27/2006	00023512.0