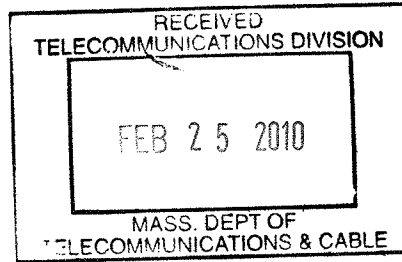


Alexander W. Moore  
Associate General Counsel



125 High Street  
Oliver Tower – 7<sup>th</sup> Floor  
Boston, MA 02110

Phone 617 743-2265  
Fax 617 737-0648  
alexander.w.moore@verizon.com

February 25, 2010

Catrice C. Williams, Secretary  
Department of Telecommunications and Cable  
Two South Station, Floor 4  
Boston, MA 02110

Re: Interconnection Agreement between Verizon Massachusetts  
and Qwest Communications Company, LLC

Dear Secretary Williams:

In accordance with § 252(e) of the Telecommunications Act of 1996 (“Act”), Verizon Massachusetts is herewith filing Amendment No. 3 to the Interconnection Agreement between Verizon Massachusetts and Qwest Communications Company, 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 Qwest’s representative. The address and telephone number of Qwest’s representative is:

Charles Lahey, Manager – Industry Affairs  
Qwest Communications  
4250 N Fairfax Drive  
Arlington, VA 22203  
Tel: 703-363-4452

Respectfully submitted,

*Alexander W. Moore (c. m. m.)*  
Alexander W. Moore

cc: Michael Isenberg, Director  
Charles Lahey, Manager

**AMENDMENT NO. 3**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., d/b/a VERIZON MASSACHUSETTS,  
f/k/a NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
d/b/a BELL ATLANTIC – MASSACHUSETTS**

**and**

**QWEST COMMUNICATIONS COMPANY, LLC**

This Amendment No. 3 (this "Amendment") is effective February 1, 2010 (the "Amendment Effective Date") by and between Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Qwest Communications Company, LLC, a Delaware limited liability company with offices at 1801 California Street, 10th Floor, Denver, Colorado 80202-2644 ("Qwest"). Verizon and Qwest are hereinafter referred to each individually as a "Party" and collectively as the "Parties." This Amendment covers services in Verizon's service territory in the Commonwealth of Massachusetts.

**WITNESSETH:**

WHEREAS, Verizon and Qwest are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. §§ 251 and 252, dated March 19, 1999 (the "Agreement"); and

WHEREAS, pursuant to the Agreement and Verizon's applicable tariffs, Qwest has established a collocation arrangement in Verizon premises on the third floor of 185 Franklin Street, Boston, Massachusetts ("185 Franklin Street"); and

WHEREAS, Verizon has sold the third floor of 185 Franklin Street and the Parties therefore have agreed that Qwest will relocate the Qwest collocation arrangement from the third floor of 185 Franklin Street to Verizon premises on the second floor of 185 Franklin Street; and

WHEREAS, the Parties desire to memorialize their understanding as to the reimbursement that Verizon will provide to Qwest of the costs of relocating

the Qwest collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following:

1. Amendment to Agreement. The Agreement is amended to incorporate the rates, terms and provisions 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 rate, term or provision of the Amended Agreement, a tariff or a Verizon Statement of Generally Available Terms and Conditions under 47 U.S.C. § 252(f) ("SGAT").
  - 1.1 Qwest shall relocate the Qwest collocation arrangement located in the Verizon premises on the third floor of 185 Franklin Street from the third floor of 185 Franklin Street to a location designated by Verizon in the Verizon premises on the second floor of 185 Franklin Street. Qwest shall exercise commercially reasonable efforts to complete this relocation no later than one hundred twenty (120) days after the latest signature date for this Amendment.
  - 1.2 Verizon shall reimburse Qwest for reasonable actual costs incurred by Qwest in connection with relocation of the Qwest collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street and replication of Qwest's existing third floor collocation arrangement on the second floor ("Costs"). Such Costs include, but are not limited to, the costs set out in Exhibit 1 of this Amendment (which is attached hereto and made a part of this Amendment)<sup>1</sup> and, to the extent not included in Exhibit 1, the reasonable actual costs incurred by Qwest for the items set out in Sections 1.2.1 through 1.2.6, following. Notwithstanding anything in this Amendment, the Amended Agreement, a tariff, a Verizon SGAT, or otherwise, Verizon's total reimbursement to Qwest shall not exceed \$95,000.
    - 1.2.1 Labor to design and install the second floor collocation arrangement, transfer circuits from the third floor collocation arrangement to the second floor collocation arrangement, and remove the third floor collocation arrangement.
    - 1.2.2 New intra-building cabling between the second floor collocation arrangement and the POT/SPOT Bay.

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<sup>1</sup> If the reasonable actual costs incurred by Qwest for the items listed in Exhibit 1 are less than the costs listed in Exhibit 1 for those items, Verizon shall be obligated to reimburse Qwest only for the reasonable actual costs incurred by Qwest.

- 1.2.3 New intra-building cabling between the second floor collocation arrangement and the CATT at 185 Franklin Street to which the second floor collocation arrangement will connect (or other point of network cable termination in the 185 Franklin Street building cable vault).
- 1.2.4 Equipment installed in the second floor collocation arrangement to replicate equipment in the existing third floor collocation arrangement that cannot be reused.
  - 1.2.4.1 Verizon will not provide reimbursement for equipment that replicates existing equipment that can be reused by Qwest. For instance, if Qwest purchases new electronic cards for use in the second floor collocation arrangement or uses maintenance spare electronic cards in the second floor collocation arrangement and then can take electronic cards from the existing third floor collocation arrangement and use them in collocation arrangements at other locations or hold them as maintenance spares for reuse in the second floor collocation arrangement or at other locations, Verizon will not provide reimbursement for the electronic cards for the second floor collocation arrangement.
  - 1.2.4.2 Verizon will not provide reimbursement for the cost of equipment to the extent that the equipment in the second floor collocation arrangement goes beyond replication of equipment in the existing third floor collocation arrangement. For instance, if the existing third floor collocation arrangement uses five electronic cards of a given type and the second floor collocation arrangement will use eight electronic cards of this type, Verizon will provide reimbursement only for the five cards that are being replicated. Similarly, if the equipment in the second floor collocation arrangement contains functionality and capabilities that exceed those of the equipment in the existing third floor collocation arrangement, Verizon will not pay for this added functionality and capability.
  - 1.2.4.3 Verizon will receive a credit for the salvage value of any replicated equipment that cannot be reused
- 1.2.5 Verizon charges under the Amended Agreement or a Verizon tariff for Verizon services provided to Qwest in connection with

relocation of the Qwest collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street and replication of Qwest's existing third floor collocation arrangement on the second floor.

- 1.2.5.1 Such Verizon charges shall include, but not be limited to, the following:
  - 1.2.5.1.1 Non-recurring charges for installation of the collocation arrangement on the second floor of 185 Franklin Street;
  - 1.2.5.1.2 Non-recurring charges for removal of the collocation arrangement from the third floor of 185 Franklin Street;
  - 1.2.5.1.3 During the period that the collocation arrangement is being relocated from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street, Verizon monthly recurring charges for the second floor collocation arrangement; and
  - 1.2.5.1.4 During the period that the collocation arrangement is being relocated from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street, Verizon charges for Verizon-provided transport services to connect the third floor collocation arrangement to 1 Summer Street, Boston, Massachusetts, and to connect the second floor collocation arrangement to 210 Bent Street, Cambridge, Massachusetts.
- 1.2.5.2 Verizon may elect to provide this reimbursement of Verizon charges for Verizon services by appropriate adjustments to its bills to Qwest or by direct payment to Qwest of charges billed by Verizon to Qwest and paid by Qwest.
- 1.2.6 Other reasonable actual costs incurred and adequately documented by Qwest in connection with relocation of the Qwest collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street and replication of Qwest's existing third floor collocation arrangement on the second floor.

- 1.3 Upon completion of relocation of the Qwest collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street, Qwest shall submit to Verizon an itemized list of the costs for which Qwest requests reimbursement so that Verizon can review the appropriateness of the request. In the event Verizon does not agree with the itemized list or any portion of the list, Verizon shall provide written notice to Qwest of the disputed items and the Parties shall meet and confer in an effort to reach agreement on a reasonable reimbursement amount. If the Parties do not reach agreement on the amount of the reimbursement within thirty (30) days after submission of the itemized list to Verizon, either Party may seek resolution of the dispute in accordance with the dispute resolution provisions of the Amended Agreement. Subject to its right to dispute the costs, Verizon shall make the reimbursement to Qwest within forty-five (45) days of receipt of the itemized list of costs.
- 1.4 Except as expressly provided in this Amendment, Verizon shall have no obligation to reimburse Qwest for any costs in connection with relocation of Qwest's collocation arrangement from the third floor of 185 Franklin Street to the second floor of 185 Franklin Street and/or replication of Qwest's existing third floor collocation arrangement on the second floor.
- 1.5 Except as expressly provided in this Amendment as to items for which Verizon will reimburse Qwest, Qwest shall pay Verizon all applicable charges as provided in the Amended Agreement and Verizon's applicable tariffs for the collocation arrangement on the third floor of 185 Franklin Street and for the collocation arrangement on the second floor of 185 Franklin Street, including, but not limited to, (a) all monthly recurring charges for each collocation arrangement and related services, facilities and arrangements and (b) all non-recurring charges for each collocation arrangement and related services, facilities and arrangements.

2. Invoice and Payment Addresses:

2.1 Invoices to be sent to Verizon by Qwest shall be sent to the following:

Timothy I. Mcgonigle  
Specialist - Real Estate Operations  
Verizon Services Operations  
11-13 Pleasant St., Basement  
Taunton, MA 02780  
Telephone No.: 508-823-0784

2.2 Payments to be sent to Qwest by Verizon shall be sent to the following:

Qwest Communications Company, LLC  
P.O. Box 856169  
Louisville, KY 40285-6169

3. Miscellaneous Provisions.

3.1 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 set forth expressly in this Amendment, the rates, terms and provisions 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 extend or amend 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.

3.2 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a rate, term or provision 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 3.2.

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

3.4 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.

- 3.5 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 rate, term or provision of this Amendment.
- 3.6 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.
- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 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.



In witness whereof and intending to be legally bound, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

**QWEST COMMUNICATIONS COMPANY,  
LLC**

**VERIZON NEW ENGLAND INC., D/B/A  
VERIZON MASSACHUSETTS**

By: Diane Wright

By: Jennifer E. Ross

Printed: Diane Wright

Printed: Jennifer E. Ross

Title: Contract Manager

Title: Director-Interconnection Services

Date: 02/08/2010

Date: 2/18/2010

# EXHIBIT 1

## Qwest Cost Summary

Equipment:	\$24,586.99
External labor:	\$36,770.00
Internal labor:	\$13,222.73
Shipping:	\$ 2,600.00
Tax:	\$ 1,598.87
Retirement:	\$ <u>597.60</u>
<b>Total:</b>	<b>\$79,376.19</b>