

6 Bowdoin Square, 9th Floor
Boston, MA 02114
(857) 415-5130
alexander.w.moore@verizon.com

Alexander W. Moore
Associate General Counsel

May 19, 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
Talk America Inc.**

Dear Secretary Green:

In accordance with § 252(e) of the Telecommunications Act of 1996 ("Act"), Verizon Massachusetts is herewith filing a Resale Forbearance amendment to the Interconnection Agreement between Verizon New England Inc. d/b/a Verizon Massachusetts and Talk America Inc. 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 Talk America's representative. The address and email address of Talk America's representative is:

Lynn Hughes, Carrier Relations
Windstream
4001 N Rodney Parham
Mailstop: B1F02-12A
Little Rock AR 72212
s.lynn.hughes@windstream.com
(501) 748-5367

Thank you for your attention to this matter.

Respectfully submitted,

Alexander W. Moore (Lynn)
Alexander W. Moore



**RESALE FORBEARANCE AMENDMENT
TO THE
RESALE AGREEMENT
BETWEEN
THE VERIZON PARTIES
AND
THE WINDSTREAM PARTIES**

This Resale Forbearance Amendment (this "Amendment"), effective as of January 12, 2020 (the "Effective Date"), amends each of the Resale Agreements (the "Resale 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 Windstream competitive local exchange carrier ("CLEC") affiliates (individually and collectively "Windstream" or the "Windstream Parties"; Verizon and Windstream 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 Resale Agreements in effect between the Parties as of the Effective Date

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 resale Agreements under Sections 251 and 252 of the Act;

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; and

WHEREAS, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the UNE Loop/Resale Forbearance Order 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 Wholesale Discount for Resold Services.
 - 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 2.2 and 2.3 below, the wholesale discount for Telecommunications Services that Customer purchases for resale under 47 U.S.C. 251(c)(4) of the Act (such discount that applies under the Agreements or applicable Tariff, the "Wholesale Discount") is not available to Customer and shall hereby cease to apply except as set forth in Sections 2.2. and 2.3 below.
 - 2.2 Customer's new purchases of Telecommunications Services for resale at the Wholesale Discount may be made pursuant to the Amended Agreements 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 Agreements (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

- 2.3 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 Agreements, 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 Agreements (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

3. Miscellaneous Provisions.

- 3.1 Existing Rights and Obligations. Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to apply the wholesale discount for resold services under Section 251(c)(4) of the Act where such discount is not already available under the Agreements prior to this Amendment, or (b) to limit any right of Verizon under the Agreements (independent of this Amendment), any Verizon Tariff or SGAT, or otherwise, to cease providing the wholesale discount to resold services under Section § 251(c)(4) of the Act.
- 3.2 Conflict Between this Amendment and the Agreements. This Amendment shall be deemed to revise the terms and conditions of the Agreements 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 Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreements, or in the Agreements 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 Agreements.
- 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 term or condition of this Amendment.
- 3.6 Scope of Amendment. This Amendment shall amend, modify and revise the Agreements 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 Agreements 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 Agreements, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreements.

- 3.7 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.
- 3.8 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.9 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.
- 3.10 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.
- 3.11 Definitions. Notwithstanding any other provision in the Agreements, this Amendment or any Verizon Tariff or SGAT, the following term, as used in this Amendment, shall have the meanings set forth below:
 - 3.11.1 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.

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

THE WINDSTREAM PARTIES

By: S. Lynn Hughes
S. Lynn Hughes (Feb 4, 2020)

Printed: S. Lynn Hughes

Title: Director Interconnection

Date: Feb 4, 2020

THE VERIZON PARTIES

By: Claudine Celestino
Claudine Celestino (Feb 4, 2020)

Printed: Claudine Celestino

Title: Manager, Contract Management

Date: Feb 4, 2020

Attachment 1

Customer Legal Entity Name	Verizon Legal Entity Name	Contract State	Agreement Effective Date	Agreement ID (for Verizon Use Only)
A.R.C. Networks Inc.	Verizon Washington, DC Inc.	DC	2/11/2003	00000340.0
CTC Communications Corp.	Verizon Washington, DC Inc.	DC	8/13/1998	00012826.0
CTC Communications Corp.	Verizon Maryland LLC	MD	8/19/1998	00012854.0
CTC Communications Corp.	Verizon New Jersey Inc.	NJ	8/18/1998	00012879.0
CTC Communications Corp.	Verizon Pennsylvania LLC	PAe	8/17/1998	00012897.0
CTC Communications Corp.	Verizon New England Inc., d/b/a Verizon Rhode Island	RI	12/1/1997	00012909.0
Talk America Inc.	Verizon New England Inc., d/b/a Verizon Massachusetts	MA	5/22/2002	00030751.0