

K. Reed ✓

Alexander W. Moore
Deputy General Counsel

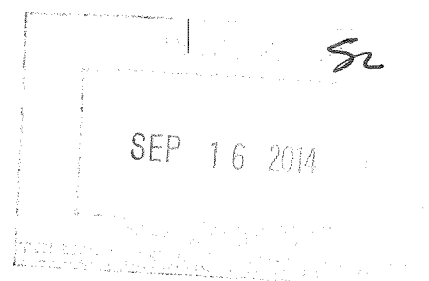


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September 15, 2014

Catrice C. Williams, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 820
Boston, MA 02118



Re: Interconnection Agreement between Verizon Massachusetts
and Time Warner Cable Information Services, LLC d/b/a Time Warner Cable

Dear Secretary Williams:

In accordance with § 252(e) of the Telecommunications Act of 1996 (“Act”), Verizon Massachusetts is herewith filing an Amendment No. 3 between Verizon Massachusetts and Time Warner Cable Information Services, LLC d/b/a Time Warner Cable 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 Time Warner’s representative. The address and telephone number of Time Warner’s representative is:

Julie Laine, Group Vice President &
Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Tel: 212-364-8482

Catrice C. Williams, Secretary
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Please date stamp the enclosed copy of this letter, and return it to me in the enclosed self-addressed stamped envelope.

Thank you for your attention to this matter.

Respectfully submitted,

Alexander W. Moore (kmo)
Alexander W. Moore

cc: Karlen Reed, Director ✓

AMENDMENT NO. 3

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

VERIZON NEW ENGLAND INC., d/b/a VERIZON MASSACHUSETTS

AND

**TIME WARNER CABLE INFORMATION SERVICES (MASSACHUSETTS), L.L.C.
D/B/A TIME WARNER CABLE**

This Amendment No. 3 (this "Amendment") shall be deemed effective on August 1, 2014 (the "Amendment Effective Date") by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110, and Time Warner Cable Information Services (Massachusetts), L.L.C. d/b/a Time Warner Cable ("TWC"), a corporation with offices at 60 Columbus Circle, New York, NY 10023 (Verizon and TWC 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 Commonwealth of Massachusetts (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated October 17, 2005 (the "Adoption Letter"), TWC adopted in the Commonwealth of Massachusetts the terms of the interconnection agreement between BullsEye Telecom, Inc. and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy, which adoption became effective as of October 6, 2005 (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, TWC 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 (including, without limitation, Exhibit A attached hereto), 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 Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions.

1.1 Directory Listings

1.1.1 For the avoidance of any doubt, TWC shall pay Verizon the nonrecurring charges set forth in the Amended Agreement for each stand alone service order to establish a directory listing and for each service order to change a directory listing.

1.1.2 For the further avoidance of any doubt, Exhibit A to this Amendment sets forth the nonrecurring charges for each order to establish a directory listing and for each stand alone order to change a directory listing. A stand alone service order is a service order containing information only related to a directory listing and does not order (or change) any other service.

1.2 For the avoidance of any doubt, TWC shall pay Verizon’s Tariffed charges for primary (if applicable), additional, foreign, and other listings products as set forth in Verizon’s local Tariff.

1.3 If the Agreement is replaced by a successor interconnection agreement prior to August 1, 2019, the Parties shall incorporate the rates, terms and conditions contained herein into any successor interconnection agreement so that the rates, terms and conditions set forth herein shall remain continuously in effect through at least August 1, 2019.

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.
- 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

**TIME WARNER CABLE INFORMATION SERVICES (MASSACHUSETTS), L.L.C.
D/B/A TIME WARNER CABLE**

**VERIZON NEW ENGLAND INC., d/b/a
VERIZON MASSACHUSETTS**

By: _____

By: Sheepi D. Schabs

Printed: _____

Printed: SHEEPI D. SCHABS

Title: _____

Title: Acting Director, Interconnection

SIGNATURE PAGE

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

**TIME WARNER CABLE INFORMATION SERVICES (MASSACHUSETTS), L.L.C.
D/B/A TIME WARNER CABLE**

**VERIZON NEW ENGLAND INC., d/b/a
VERIZON MASSACHUSETTS**

By: Michael Quinn

By: _____

Printed: Michael Quinn

Printed: _____

Title: GVP and Chief Regulatory Counsel

Title: _____

EXHIBIT A

Directory Listing Non-Recurring Charges

See the rates set forth in DTE MA Tariff No. 10, Part M, Section 1 or any successor.