

Victor D. Del Vecchio  
Assistant General Counsel

IXC # 00297  
1/21/91  
CLFC 97-174  
9/16/97  
# 22,725

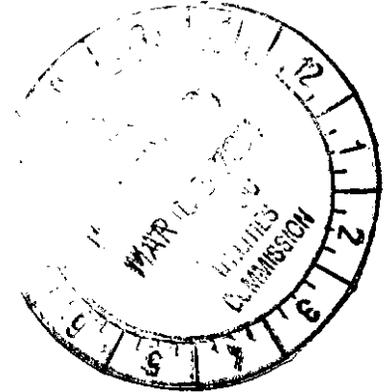
DT 04-025  
✓  
verizon

185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585

Phone 617 743-2323  
Fax 617 737-0648  
victor.delvecchio@verizon.com

VIA OVERNIGHT DELIVERY

March 2, 2004



Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
Eight Old Suncook Road  
Concord, NH 03301

Re: Amendment No. 2 to Interconnection Agreement Between  
AT&T Communications of New England, Inc. and  
Verizon New England Inc., d/b/a Verizon New Hampshire

Dear Ms. Howland:

In accordance with Order No. 22,236 dated July 12, 1996, AT&T Communications of New England, Inc. and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 2 dated February 12, 2004, to the Interconnection Agreement between Verizon and AT&T Communications of New England, Inc. dated April 27, 1999, approved by Order No. 23,209, and petition the Commission for approval of that amendment pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e).

Under the Act, a state commission may reject a negotiated interconnection amendment such as this one only if the commission finds that the amendment (or any portion thereof) discriminates against a telecommunications carrier not a party to the amendment, or that the amendment's implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their amendment meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated interconnection agreement within 90 days after its submission, it shall be deemed approved.

Debra A. Howland, Executive Director and Secretary  
March 2, 2004  
Page 2

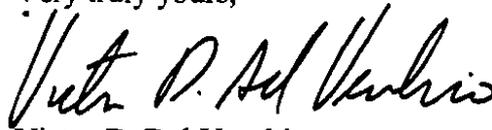
Representing AT&T is L. Fredrik Cederqvist. Please include Mr. Cederqvist on all notices and service lists. His address is:

L. Fredrik Cederqvist  
AT&T  
32 Avenue of the Americas  
New York, NY 10013  
Tel: (212) 387-4018

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,



Victor D. Del Vecchio

Enclosures

cc: L. Fredrik Cederqvist

at&t amend 2 (03.02.04)

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

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

**and**

**AT&T COMMUNICATIONS OF NEW ENGLAND, INC.**

THIS AMENDMENT No. 2 (this "Amendment") is made this 12th day of February 2004 (the "Effective Date"), by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and AT&T Communications of New England, Inc. ("AT&T"), a Massachusetts corporation with offices at 32 Avenue of the Americas, New York, New York 10013. (Verizon and AT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".) This Amendment covers services in the Verizon service territory in the State of New Hampshire (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated April 12, 1999, AT&T adopted in the state of New Hampshire, the interconnection agreement between ACC National Telecom Corp, Inc. and Verizon (the "Terms"); and

**WHEREAS**, the Parties wish to amend the Terms such that Verizon would make available to AT&T UNE-P Combinations (as defined in Section 1(a) below) pursuant to the terms hereof; and

**WHEREAS**, the Parties further wish to amend the Terms such that Verizon would make available to AT&T Line Splitting (as defined in Section 1(b) below) pursuant to the terms hereof.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments to the Terms. Effective as of the date first set forth above, the Parties amend the Terms as follows:

(a) Platform Combinations. To the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, as well as subject to the conditions set forth herein, upon AT&T's request,

Verizon shall provide a platform combination (a "UNE-P Combination") consisting of an Unbundled Local Loop (including the NID), a Local Switching Element, shared transport unbundled network elements and other network elements, if any, that Verizon is required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide as part of a UNE-P Combination. To the extent Verizon is required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide a UNE-P Combination to AT&T, Verizon shall provide such UNE-P Combination in accordance with, and subject to, requirements established by Verizon that are consistent with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Terms to terminate its provision of a UNE-P Combination (or an applicable network element) and, notwithstanding any other provision of this Amendment or otherwise, if Verizon provides a UNE-P Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 to provide such UNE-P Combination (or an applicable network element), Verizon may terminate its provision of such UNE-P Combination (or applicable network element(s)) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days).

(b) Line Splitting. Subject to the conditions set forth herein, AT&T may provide integrated voice and data services over the same ULL by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&T and another LEC shall be accomplished by prior negotiated arrangement between those LECs. To achieve a Line Splitting capability, AT&T may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an available, unbundled xDSL Compatible ULL terminated to a collocated splitter and Digital Subscriber Line Access Multiplexer ("DSLAM") equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the prices, terms and conditions set forth in their respective interconnection agreement(s) and Verizon's applicable Tariffs, as amended from time to time. AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each ULL facility employed in Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. AT&T or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent AT&T seeks to migrate an applicable, existing UNE configuration (e.g., a UNE-P Combination) to a Line Splitting configuration using the same network elements utilized in the pre-existing UNE arrangement, it may do so to the extent such a migration is addressed by (and in such case consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in) the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. Notwithstanding any provision of this Amendment or otherwise, the foregoing Verizon obligations (and AT&T rights) in connection with Line Splitting shall apply only to the extent Verizon is required to undertake such obligations and AT&T has such rights, in each case under both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Terms to terminate its provision of

Line Splitting (or applicable network element(s)) and, notwithstanding any other provision of this Amendment or otherwise, if Verizon provides Line Splitting to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51 to provide such Line Splitting arrangements (or applicable network element(s)), Verizon may terminate its provision of such Line Splitting arrangements (or applicable network element(s)) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days).

(c) Subsection 1.77 of the Terms is hereby deleted in its entirety and replaced with the following:

“1.77 “Tariff” means any applicable federal or state tariff of a Party, or BA’s “Statement of Generally Available Terms and Conditions for Interconnection Services, Access to Unbundled Network Elements, Resale Telecommunications Services and Ancillary Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f), each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement.”

(d) The following definition shall be added to Section 1 (Definitions) of the Terms:

“1.92 “xDSL” is as defined and offered in this Agreement. The small “x” before the letters DSL signifies reference to DSL as a generic industry standard transmission technology, as opposed to a specific DSL “flavor.””

(e) Limitations. Notwithstanding anything set forth in the Terms or this Amendment:

(1) Nothing contained in the Terms or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Terms or this Amendment as a network element is (A) a network element under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, or (B) a network element Verizon is required by 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 to provide to AT&T on an unbundled basis. Nothing contained in the Terms or this Amendment shall limit Verizon’s or AT&T’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the New Hampshire Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations or AT&T’s rights under the Terms, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Terms or this Amendment, Verizon shall be required to provide Line Splitting or a UNE-P Combination (or a network element included as part of a UNE-P Combination or Line Splitting configuration) only where necessary facilities are available; as such, Verizon has not agreed in this Amendment to perform network modifications (routine or otherwise) in connection with provision of Line Splitting or a UNE-P

Combination (or a network element included as part of a UNE-P Combination or Line Splitting configuration). The Parties reserve their rights to negotiate terms relating to routine network modifications in connection with provision of Line Splitting and/or UNE-P Combinations.

(f) Notwithstanding anything else set forth in the Terms or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) Verizon shall provide access to UNE-P Combinations and Line Splitting, as well as Unbundled Local Loops, Local Switching Elements, shared transport network elements and other network elements, if any, included as part of a UNE-P Combination or Line Splitting configuration, subject to the rates and charges provided in Exhibit A, "Pricing Schedule" of the Terms (as such Exhibit A, "Pricing Schedule" of the Terms is amended by Exhibit A to this Amendment, and as such rates and charges have been or are changed from time to time in accordance with the Terms), and the rates, charges and other provisions of Verizon's applicable Tariffs, as such Tariffs are amended from time to time (including, but not limited to, to the extent applicable, Verizon New Hampshire Tariff PUC No. 84, as amended from time to time).

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 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.

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 provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the Effective Date.

**SIGNATURE PAGE**

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

**AT&T COMMUNICATIONS OF NEW ENGLAND, INC.**

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

By: *Cynthia Batchelder*

By: *Jeffrey A. Masoner*

Printed: Cynthia Batchelder

Printed: Jeffrey A. Masoner

Title: Regional Vice President –  
Local Services & Access Management

Title: Vice President – Interconnection Services  
Policy and Planning

**RATES**

**UNE-P Combinations and Line Splitting**

Applicable rates and charges for UNE-P Combinations and Line Splitting, as well as for Unbundled Network Elements, combinations of Unbundled Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, used for Line Splitting or UNE-P Combinations, shall be as provided in the Terms, as amended from time to time, and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon New Hampshire Tariff PUC No.84, as amended from time to time).