

Victor D. Del Vecchio  
Assistant General Counsel

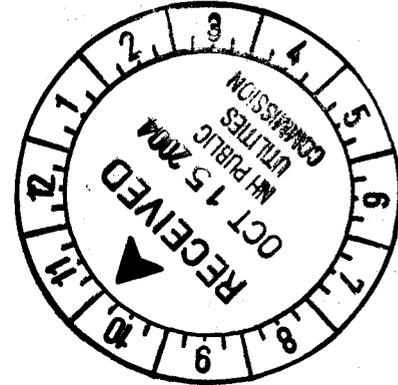


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**VIA OVERNIGHT DELIVERY**

October 13, 2004



Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301

Re: Interconnection Agreement Between Verizon New Hampshire  
and Comcast Phone of New Hampshire LLC

Dear Ms. Howland:

Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are an original and five copies of Amendment No. 2 to the interconnection agreement between Verizon New Hampshire and Comcast Phone of New Hampshire, f/k/a AT&T Broadband Phone of New Hampshire.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to Comcast's representative:

Beth Choroser, Director, Regulatory  
Comcast Phone of New Hampshire LLC  
1500 Market Street, 25<sup>th</sup> Floor  
Philadelphia, PA 19102

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 assistance.

Very truly yours,

Victor D. Del Vecchio

Enclosures

**AMENDMENT NO. 2**

**to the**

**ADOPTED TERMS**

**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**

**COMCAST PHONE OF NEW HAMPSHIRE, LLC**

This Amendment No. 2 (this "Amendment") is made this 27th day of September 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"), and Comcast Phone of New Hampshire, LLC ("Comcast"). (Verizon and Comcast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

**WITNESSETH:**

WHEREAS, Comcast has previously adopted terms of the Interconnection Agreement between Verizon and ACC National Telecom Corp. f/k/a ANTC ("ACC") that was approved by the New Hampshire Public Utilities Commission (the "Commission") in the State of New Hampshire, pursuant to Section 252(i) of the Telecommunications Act of 1996, and Amendment No. 1, dated September 22, 1999 (the "Adopted Terms"); and

WHEREAS, Verizon and Comcast wish to exchange certain traffic over two-way trunk groups;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to supplement the Adopted Terms as follows:

1. Amendment to the Adopted Terms. Effective as of the date first set forth above, the Adopted Terms are supplemented hereby as follows:

a) Two-Way Traffic Exchange Trunks. Notwithstanding anything set forth in the Adopted Terms, the Parties shall configure separate One-Way Traffic Exchange Trunks for the delivery of traffic from Comcast to Verizon, and for the delivery of traffic from Verizon to Comcast, respectively; provided, however, that in lieu thereof, upon receipt of Comcast's written request, Verizon shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of Verizon and Comcast pursuant, and subject, to the terms and conditions set forth below:

(1) Prior to requesting any Two-Way Traffic Exchange Trunks from Verizon, Comcast shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Second information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). At the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for requests to convert existing End Office and Tandem One-Way Traffic Exchange Trunks to End Office and Tandem Two-Way Traffic Exchange Trunks.

(2) Two-Way Traffic Exchange Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. When Comcast is collocated in a Verizon Wire Center, the Comcast-IP shall be at the Verizon Wire Center.

(3) On a semi-annual basis, Comcast shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that Comcast anticipates that the Parties will require from Verizon during the ensuing two (2) year period. Comcast's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

(4) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Traffic Exchange Trunks.

(5) Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

(6) With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic Centium Call Seconds equal to five (5).

(7) Two-Way Traffic Exchange Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Traffic Exchange Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and Comcast shall

engineer Two-Way Traffic Exchange Trunks using national standards.

(8) Comcast shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. Comcast shall order Two-Way Traffic Exchange Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Comcast shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. Verizon may monitor Two-Way Traffic Exchange Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Traffic Exchange Trunk group and Comcast has not notified Verizon that it has corrected such blocking, Verizon may submit to Comcast a Trunk Group Service Request directing Comcast to remedy the blocking. Upon receipt of a Trunk Group Service Request, Comcast will complete an ASR to augment the Two-Way Traffic Exchange group with excessive blocking and submit the ASR to Verizon within five (5) business days.

(9) In the event the traffic volume between a Verizon End Office and the POI, which is carried by a final Tandem Traffic Exchange Trunk group, exceeds the Centium Call Second busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, Comcast shall promptly submit an ASR to Verizon to establish new End Office Two-Way Traffic Exchange Trunks between that Verizon End Office and the POI.

(10) Upon request, Comcast will submit a written report to Verizon each month setting forth trunk utilization information and percentages. Comcast will calculate utilization percentages by using a traffic data analyzation system specified by Verizon and a time consistent busy hour.

(11) The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. Comcast will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), Comcast will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Traffic Exchange Trunks should not be disconnected. In the event Comcast fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this section, Verizon may bill Comcast for the excess Traffic Exchange Trunks at the applicable rates set forth in Exhibit A.

(12) The performance standard on final Two-Way Traffic Exchange Trunks shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

(13) Because Verizon will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and Comcast's network, Verizon's performance on these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Amendment or the Adopted Terms, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

(14) Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the POI.

(15) Both Parties shall use either a DS-1 or DS-3 interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1 or OC-n, at the POI, when and where available. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, Comcast shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used in the ordering process, then Comcast shall pay 100% of the facility charges.

(16) Notwithstanding any other provision of the Adopted Terms or this Amendment, Two-Way Traffic Exchange Trunks shall only carry Local Traffic, IntraLATA Toll Traffic and Internet traffic.

(17) If Comcast materially breaches a material term of this Section 1(a), and has not remedied such breach within thirty (30) days of written notice thereof, Verizon may cease provisioning Two-Way Traffic Exchange Trunks under this Amendment.

(18) Any Tandem Two-Way Traffic Exchange Trunk group between the POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Traffic Exchange Trunk group exceeds the 240 trunk level at any time, Comcast shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Traffic Exchange Trunk group does not exceed the 240 trunk level.

(19) Comcast will route its traffic to Verizon over the End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP192, including but not limited to those industry standards requiring that a call from Comcast to a Verizon End Office will first be routed to the End Office Traffic Exchange Trunk group between the POI and the Verizon End Office.

(20) When the Parties implement Two-Way Traffic Exchange Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor,

where the numerator is the total number of minutes of traffic carried from Comcast to Verizon on all Two-Way Traffic Exchange Trunks and the denominator is the total number of minutes of traffic carried over such Two-Way Traffic Exchange Trunks. Comcast will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Traffic Exchange Trunks ride equal to Comcast's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of the facility that is on Comcast's side of the Comcast's-IP, which charges shall be solely the financial responsibility of Comcast. Non-recurring charges for the facility on which the Two-Way Traffic Exchange Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the Comcast-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on Comcast's side of the Comcast-IP, Comcast shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 20, if Comcast fails to provide geographic IPs in accordance with this Amendment and the Adopted Terms, Comcast will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Traffic Exchange Trunk groups until Comcast establishes such IPs. During the first calendar quarter (and any partial quarter) after Two-Way Traffic Exchange Trunks are initially established, PPU will be fifty percent (50%). In each quarter thereafter, the Parties may recalculate the PPU using actual traffic usage for the preceding three month period. When One-Way Traffic Exchange Trunks are converted to Two-Way Traffic Exchange Trunks, Comcast will pay fifty percent (50%) of the non-recurring charges.

2. Conflict between this Amendment and the Adopted Terms. This Amendment shall be deemed to revise the terms and provisions of the Adopted 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 Adopted Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Adopted Terms, or in the Adopted 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.

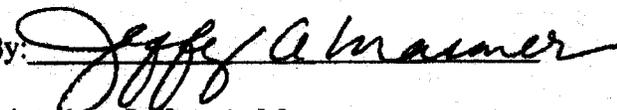
5. Scope of Amendment. This Amendment shall amend, modify and revise the Adopted Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Adopted Terms shall remain in full force and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

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

COMCAST PHONE OF NEW HAMPSHIRE, LLC

VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON NEW HAMPSHIRE

By: 

By: 

Printed: RIAN WREN

Printed: Jeffrey A. Masoner

Title: SVP + GM

Title: Vice President - Interconnection Services Policy & Planning

**SCHEDULE 4.0 Network Interconnection Schedule**

| LATA | ANTC-IP  | VZ-IP                     | Activation Date |
|------|--|---------------------------|-----------------|
| 122  | Manchester<br>MNCHNHIE<br>751 East Industrial Park Drive<br>Manchester, NH 03109 | Manchester<br>MNCHNHCO04T | 12/17/04        |

EXHIBIT A <sup>1 2</sup>

VERIZON NEW HAMPSHIRE AND Comcast Phone of New Hampshire, LLC

V1.3

A. INTERCONNECTION<sup>3</sup>

I. Rates for Transport and Termination of Traffic

|    |  |   |
|----|--|---|
| 1. | Reciprocal Compensation Traffic or End Office Rate   | Charged in accordance with Amendment No. 1 to the Interconnection Agreement.                              |
| 2. | Access charges for termination of intrastate and interstate Toll Traffic   | Per Verizon Tariffs FCC No. 11 and PUC No. 85, as amended from time to time                               |
| 3. | Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Verizon Tandem Office, Verizon Serving Wire Center, or other Point of Interconnection | Per Verizon Tariffs FCC No. 11 and PUC No. 85, as amended from time to time, for Feature Group D service. |

II. Transit Service

(a). *Tandem Transit Service*

Rates for Tandem Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

(b). *Dedicated Transit Service*

Rates for Dedicated Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

<sup>1</sup> In the event this Exhibit A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Exhibit A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

<sup>2</sup> For a Service for which the rates are identified as "SGAT/Tariff," the following rates shall apply. Until a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Statement of Generally Available Terms and Conditions ("SGAT") that is on file with the Commission, as amended from time to time. Once a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Tariff, as amended from time to time.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

**B. UNBUNDLED NETWORK ELEMENTS<sup>4</sup>**

**I. Unbundled Database Access**

**(a). 800/888 Database**

Rates for access to 800/888 Database are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**(b). LIDB**

Rates for access to LIDB are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**II. Unbundled Local Loops**

Rates for Unbundled Local Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**III. Unbundled IOF**

Rates for Unbundled IOF are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**IV. Unbundled Common Channel Signaling and Call-Related Database Access**

Rates for Unbundled Common Channel Signaling and Call-Related Database Access are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**V. Unbundled Local Switching**

Rates for Unbundled Local Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VI. Unbundled Tandem Switching**

Rates for Unbundled Tandem Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VII. Unbundled Network Interface Device and House and Riser**

Rates for Unbundled Network Interface Device and House and Riser are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**VIII. Line Sharing**

Rates for Line Sharing are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

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<sup>4</sup> All rates and charges specified herein are pertaining to the Network Element Attachment. Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC, a court, or other governmental authority of appropriate jurisdiction.

**IX. Line Splitting**

Rates for Line Splitting are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**X. Combinations of Unbundled Network Elements**

Rates for Combinations of Network Elements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**XI. Unbundled Sub-Loop Arrangements (USLA)**

Rates for Unbundled Sub-Loop Arrangements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

**XII. Access to Feeder Sub Loops**

Rates for Access to Feeder Sub Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**XIII. Dark Fiber**

Rates for Dark Fiber are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**C. RESALE<sup>5</sup>**

Wholesale discounts are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**D. CUSTOMER USAGE DETAIL CHARGES**

Rates for Customer Usage Detail Charges are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**E. TIME AND MATERIALS CHARGES**

Rates for Access to Time and Materials Charges are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**F. 911/E911 INTERCONNECTION**

Rates for 911/E911 Interconnection are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

**G. OPERATIONS SUPPORT SYSTEMS**

Rates for access to, and development, maintenance and use of, Operations Support Systems, are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

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<sup>5</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

**H. INTRASTATE COLLOCATION**

Rates for Intrastate Collocation are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

EXHIBIT A <sup>1 2</sup>

VERIZON NEW HAMPSHIRE AND Comcast Phone of New Hampshire, LLC

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