

Suzan DeBusk Paiva  
Assistant General Counsel



1717 Arch Street, 3 East  
Philadelphia, PA 19103

February 12, 2014

**VIA FEDERAL EXPRESS**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

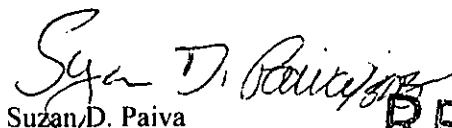
RE: Joint Petition of  
Verizon Pennsylvania LLC (formerly Verizon Pennsylvania Inc.)  
and Qwest Communications Company, LLC d/b/a CenturyLink QCC  
(formerly Qwest Communications Corporation)  
for Approval of an Interconnection Agreement  
[Reference Docket No. A-310189 F7000]  
Dkt. No. \_\_\_\_\_

Dear Secretary Chiavetta:

Enclosed please find Amendment "A" to the Interconnection Agreement between Verizon Pennsylvania LLC f/k/a Verizon Pennsylvania Inc. ("Verizon PA") and Qwest Communications Company, LLC d/b/a CenturyLink QCC f/k/a Qwest Communications Corporation ("Qwest") which Agreement was approved by the Commission by Order entered on November 8, 1999 in Docket A-310189 F0004, and subsequently amended by Amendment No. 1, by Order entered May 24, 2005 at Docket A-310189 F7000.

Pursuant to the Commission's November 14, 2013 Order in Docket A-2013-2382736, Verizon PA identified Amendment "A" as a document for which it could not find proof of Commission approval, and thus files this Amendment "A" in accordance with the Commission's Order. The Amendment was signed in 2001. This Amendment should be attached to and made part of the January 29, 1999 approved Agreement. As evidenced by the cc: below, notice of this filing is being provided to Qwest.

Very truly yours,

  
Suzan D. Paiva

RECEIVED

SDP/slb  
Enclosure

cc: Charles Lahey, Manager, Industry Affairs, Qwest  
Office of Special Assistants (w/ CD)  
Attached Certificate of Service

FEB 12 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning



Telephone: 703/974-4610  
Facsimile: 703/974-0314  
jeffrey.a.masoner@verizon.com

May 22, 2001

Brian D. Pedati - Senior Manager Interconnection Agreements  
Qwest Communications Corporation  
4250 North Fairfax Drive  
Arlington, VA 22203

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Pedati:

Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon”), has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions (“Merger Conditions”), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Qwest Communications Corporation, d/b/a Qwest (“Qwest”) wishes to provide services to customers in Verizon’s service territory in the Commonwealth of Pennsylvania by adopting the voluntarily negotiated terms of the Amendment No. 1 to the Interconnection Agreement between Qwest Communications Corporation, d/b/a Qwest (“Qwest”) and Verizon Maryland, f/k/a Bell Atlantic – Maryland, Inc. (“Verizon Maryland”) that was approved by the Maryland Public Service Commission as an effective agreement in the State of Maryland, as such amendment exists on the date hereof after giving effect to operation of law (the “Verizon Maryland Terms”).

I understand that Qwest has a copy of the Verizon Maryland Terms which, in any case, are attached hereto as Appendix I. Please note the following with respect to Qwest’s adoption of the Verizon Maryland Terms.

- I. By Qwest’s countersignature on this letter, Qwest hereby represents and agrees to the following three points:
  - (A) Qwest agrees to be bound by and adopts in the service territory of Verizon, the Verizon Maryland Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon Maryland Terms, agrees that Qwest shall be substituted in place of Qwest Communications Corporation and Qwest in the Verizon Maryland Terms wherever appropriate.

**RECEIVED**

- (B) Notice to Qwest and Verizon as may be required or permitted under the Verizon Maryland Terms shall be provided as follows:

To Qwest:

Qwest Communications Corporation  
Attention: Brian D. Pedati - Senior Manager  
Interconnection Agreements  
4250 North Fairfax Drive  
Arlington, Va. 22203.  
Telephone Number: 703-363-3480  
Facsimile Number: 703-363-5000  
Internet Address: brian.pedati@qwest.com

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1320 N. Court House Road  
8th Floor  
Arlington, VA 22201  
Facsimile: 703/974-0744

- (C) Qwest represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Verizon Maryland Terms will only cover services in the service territory of Verizon in the Commonwealth of Pennsylvania.
2. Qwest's adoption of the Verizon Maryland Terms shall become effective upon the date that Verizon files this letter with the Pennsylvania Public Utility Commission ("Commission") (which Verizon will promptly do upon my receipt of a copy of this letter, countersigned by Qwest as to points (A), (B) and (C) of paragraph 1 above) and remain in effect no longer than the date the Qwest/Verizon Maryland agreement terminates. The Qwest/Verizon Maryland agreement is currently

scheduled to terminate on February 10, 2003. Thus, the Verizon Maryland Terms adopted by Qwest also shall terminate on that date.

3. As the Verizon Maryland Terms are being adopted by Qwest pursuant to the Merger Conditions, Verizon does not provide the Verizon Maryland Terms to Qwest as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon Maryland Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon Maryland Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon Maryland Terms, or to seek review of any provisions included in these Verizon Maryland Terms as a result of Qwest's election pursuant to the Merger Conditions.
4. Qwest's adoption of the Verizon Maryland Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252, provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1), and provisions from the Qwest/Verizon Maryland agreement that are not required pursuant to Section 251(c) of the Telecommunications Act of 1996 (the "Act"). Verizon, however, does not oppose Qwest's adoption of the Verizon Maryland Terms at this time, subject to the following reservations and exclusions:
  - (A) Verizon's standard pricing schedule in Pennsylvania for interconnection agreements (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to Qwest's adoption of the Verizon Maryland Terms. Qwest should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon Maryland Terms and thus are not subject of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
  - (B) Qwest's adoption of the Verizon Maryland Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the Commonwealth of Pennsylvania and with applicable collective bargaining agreements.

- (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon Maryland Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon Maryland Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon Maryland Terms.
  - (D) Qwest's adoption does not include any terms that were arbitrated in the Verizon Maryland Terms.
5. Verizon reserves the right to deny Qwest's adoption and/or application of the Verizon Maryland Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon Maryland Terms to Qwest are greater than the costs of providing them to Qwest in Maryland;
  - (B) if the provision of the Verizon Maryland Terms to Qwest is not technically feasible;
  - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
6. Should Qwest attempt to apply the Verizon Maryland Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please arrange for a duly authorized representative of Qwest to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON PENNSYLVANIA INC.



Jeffrey A. Masoner  
Vice President - Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

QWEST COMMUNICATIONS CORPORATION

Brian D. Pedati

By Brian D. Pedati

Title Senior Manager

Attachment

c: Stephen Hughes - Verizon (w/out attachments)

**VERIZON PENNSYLVANIA – DARK FIBER ITEMS**

Service Description or Element	Recurring Charges	Non Recurring Charges
<b>DARK FIBER</b>		
<b>Records Review</b>		\$224.67*
<b>Dark Fiber - IOF</b>		
Verizon C.O. to Verizon C.O.		
Service Order		\$55.22*
Serving Wire Center ("SWC") Charge/SWC/Pair	\$7.41*	\$45.59*
IOF Mileage/Pair/ mile	\$66.30*	
IOF Mileage Installation Charge/Pair		\$204.94*
<b>Verizon C.O. to CLEC C.O.</b>		
Service Order		\$55.22*
SWC Charge/SWC/Pair	\$7.41*	\$42.59*
<b>Channel Termination Charge/CLEC C.O.</b>	\$68.60*	\$353.23*
<b>Dark Fiber – LOOP</b>		
Loop Charge/Pair		
Rate Group A1	\$44.49*	\$566.97*
Rate Group A2	\$82.27*	\$566.97*
Rate Group B1	\$120.55*	\$566.97*
Rate Group B2	\$153.34*	\$566.97*
Service Order		\$55.22*
Serving Wire Center (SWC) Charge/SWC/Pair	\$7.41*	\$38.53*

1 All rates and/or rate structures set forth herein, that are marked with an asterisk (\*), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

DARK FIBER AMENDMENT

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON MARYLAND INC.

and

QWEST COMMUNICATIONS CORPORATION

This Amendment No. 1 (this "Amendment") is made this 29th day of January 2001 (the "Effective Date") by and between Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc., a Maryland corporation ("Verizon"), and Qwest Communications Corporation, d/b/a Qwest ("Qwest"), a Delaware corporation. Verizon and Qwest may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, VERIZON and Qwest are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 14, 2000, (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:



## DARK FIBER AMENDMENT

(a) Intentionally Omitted.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(c) of this Amendment and upon request, Verizon shall provide to Qwest access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A “Dark Fiber Loop” means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that Verizon has not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A “Dark Fiber IOF” means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Qwest central office, but, in either case, that Verizon has not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. The Dark Fiber Loop or Dark Fiber IOF provided by Verizon may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time Qwest placed an order for the fiber. Notwithstanding anything else set forth in this Amendment or in the Interconnection Agreement, Verizon shall provide Qwest with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) Qwest may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and Qwest may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Qwest may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Subject to the intervals stated in section 1 (b) (8), below, Verizon will connect a Dark Fiber Loop to a Qwest collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Qwest collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Subject to the intervals stated in section 1 (b) (8), below, Verizon will connect a Dark Fiber IOF between two Verizon central offices to Qwest collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a Qwest

## DARK FIBER AMENDMENT

central office to a Qwest collocation arrangement in the Verizon central office and to the fiber distribution frame in the Qwest central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a Qwest collocation arrangement and to the fiber distribution frame in a Qwest central office by installing appropriate cross connections.

*Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.*

(3) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide Qwest with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for Qwest, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Amendment shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Qwest order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, Qwest shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). Verizon shall notify Qwest whether or not spare facilities are available, and when such facilities are available, provide Qwest with an estimate of the mileage of those facilities. Qwest cannot order access to spare facilities until Verizon has notified Qwest that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when Qwest submits an order to Verizon for access to the facilities. Upon acceptance of a complete and accurate order, Verizon will provide Qwest with the Dark Fiber Loop or Dark Fiber IOF (as the case may be) subject to the intervals in section 1 (b) (8), below. When Qwest submits an order to Verizon for access to spare facilities that Verizon has previously notified Qwest are available, Qwest assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Qwest the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Qwest subject to the agreement of Qwest, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. Qwest acknowledges that fiber layout maps do not show whether or not spare fiber

## DARK FIBER AMENDMENT

facilities are available. Upon receipt of a request for a fiber layout map, Verizon will provide an estimated cost and negotiated interval to deliver the fiber layout map, the quote for which shall be made available to Qwest within thirty (30) business days.

(ii) A field survey which is used to provide information regarding the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a Qwest central office or a Verizon end office and the premises of a Customer. If the field survey shows the availability of dark fiber pairs, the field survey will indicate whether or not such pairs are defective, whether or not such pairs have been used by Verizon for emergency restoration activity and the results of tests performed to determine the transmission characteristics, e.g. power loss, of Verizon dark fiber pairs. Verizon will test the dark fiber using available optical test equipment. If a field survey shows that a dark fiber pair is available and Qwest submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and Qwest assumes all risk that the pair will not be available. Upon acceptance of a complete and accurate order for a field survey, Verizon will provide an estimated cost and negotiated interval to conduct the field survey and provide results, the quote for which shall be made available to Qwest within thirty (30) business days. If a Qwest submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Qwest assumes all risk that the pair will not be compatible with Qwest's equipment, including, but not limited to, order cancellation charges.

(6) Qwest shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Qwest; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Qwest's collocation arrangements with any proper cross connects or other equipment that Qwest needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) Qwest acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Qwest has obtained access to such dark fiber, and Qwest assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) Verizon shall provide Qwest with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA

## DARK FIBER AMENDMENT

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Qwest has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Qwest's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) *Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.*

(ii) *Clean connectors to remove non-embedded contaminants.*

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Qwest for such dark fiber.

(10) Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Qwest and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Qwest over such dark fiber, any equipment of Qwest or anything other than the physical integrity of such dark fiber. Qwest shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall maintain and repair Dark Fiber Loops and Dark Fiber IOF on a non-discriminatory basis. Qwest acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Qwest accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Qwest reports to Verizon a Customer trouble, (b) Qwest requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities, equipment, or personnel, in whole or in part, then Qwest shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Qwest is not available at the appointed time. If as the result of Qwest instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Qwest by Verizon. If as the result of Qwest instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Qwest by Verizon.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

## DARK FIBER AMENDMENT

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Qwest on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit either party'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 Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Qwest, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Qwest, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

## DARK FIBER AMENDMENT

(4) Intentionally omitted.

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

(1) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Dark Fiber Loops and Dark Fiber IOF, collectively, the "Rates" and, individually, a "Rate"), as set forth in Exhibit A, and subject to Section 1(f)(2) of this Amendment. If Verizon bills Qwest an order expedite charge and fails to meet the due date on the expedited order, Qwest may request a credit of the order expedite charge. However, Verizon will apply standard non-recurring charges, as applicable.

(2) The Parties shall cooperate to true up amounts billed by Verizon to Qwest and paid by Qwest to Verizon based on an interim Rate for a Dark Fiber Loop, or a Dark Fiber IOF if the Maryland Public Service Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement 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 Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement 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 Interconnection Agreement 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 Interconnection Agreement shall remain in full force and effect after the date first set forth above.

DARK FIBER AMENDMENT

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.

QWEST COMMUNICATIONS CORP.

VERIZON MARYLAND INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS	Rates	
	Monthly Recurring Charges	Non-Recurring Charges
<b>Dark Fiber</b>		
Dark Fiber - Records Review	-	\$266.23*
<b>Dark Fiber - IOF</b>		
<b>Verizon C.O. to Verizon C.O.</b>		
Service Order	-	\$52.62*
Serving Wire Center ("SWC") Charge/SWC/Pair	\$6.71*	\$37.59*
IOF Mileage/Pair/Mile	\$85.22*	-
IOF Mileage Installation Charge/Pair	-	\$189.63*
Expedited Handling Charge	-	\$128.85*
<b>Verizon C.O. to CLEC C.O.</b>		
Service Order	-	\$52.62*
SWC Charge/SWC/Pair	\$6.71*	\$37.59*
Channel Termination Charge/CLEC C.O.	\$117.04	\$332.71*
Expedited Handling Charge	-	\$178.71*
<b>Dark Fiber - Loop</b>		
Service Order	-	\$52.62*
SWC Charge/SWC/Pair	\$6.71*	\$34.00*
Loop Charge/Pair:		
Rate Group A1	\$156.91*	\$578.35*
Rate Group A2 <sup>2</sup>	\$161.21*	\$578.35*
Rate Group B1	\$264.62*	\$578.35*
Rate Group B2	\$206.67*	\$578.35*
Expedited Handling Charge	-	\$259.89*
<b>Time and Materials Charges</b>		
Network Transport Engineering ("NTE") Planning/Hour	-	\$44.56*
NTE Design/Hour	-	\$44.56*
NTE Technician/Hour	-	\$34.54*
CO Technician/Hour	-	\$32.74*

<sup>1</sup> All rates and/or rate structures set forth herein, that are marked with an asterisk (\*), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such rates and/or rate structures as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A.

<sup>2</sup> Rate Group A2 is modified to include the Hagerstown, Cumberland, and Salisbury exchanges.



DARK FIBER AMENDMENT

SERVICE LIST

Tanya J. McCloskey  
Acting Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1921

John R. Evans  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Johnnie E. Simms  
Bureau of Investigation & Enforcement  
PA Public Utility Commission  
Commonwealth Keystone Bldg  
400 North Street  
Harrisburg, PA 17105-3265

Office of Special Assistants  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bureau of Consumer Services  
PA Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

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