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September 10, 2020

ELECTRONIC FILING

Ms. Brinda Westbrook-Sedgwick
Commission Secretary
Public Service Commission of the District of Columbia
1333 H Street, NW, 2nd Floor, West Tower
Washington, DC 20005

**Re: Formal Case No. TIA2020-XX: Interconnection Agreement Amendment
between Verizon Washington, DC Inc. and Spectrotel, Inc.**

Dear Ms. Westbrook-Sedgwick:

In accordance with § 252(e) of the Telecommunications Act of 1996 (the "Act"), Verizon Washington, DC Inc. ("Verizon DC") files the attached UNE/Resale Forbearance Amendment to an Interconnection Agreement between Verizon Washington, DC Inc. and Spectrotel, Inc.

This Amendment is being submitted to the Commission for approval. Under § 252(e)(4) of the Act, if the Commission does not act to approve or reject an amendment reached by negotiation within 90 days following the filing, the amendment shall be deemed approved. Sections 252(e)(2)(a)(i) and (a)(ii) of the Act provide that an amendment must be non-discriminatory, as well as consistent with the public interest, convenience, and necessity. The Amendment fully complies with these requirements.

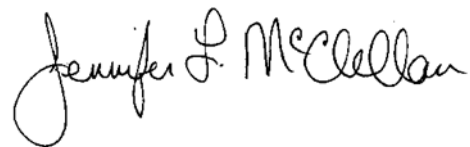
Spectrotel, Inc. is certified to provide telecommunications services in Washington, DC and its contact is:

Spectrotel, Inc.
Ross Artale
3535 State Hwy 66
Suite 7
Neptune NJ 07753
732-345-7845
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Ms. Westbrook –Sedgwick
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Pursuant to Chapter 1 of 15 DCMR § 147.1(c), a draft Order is being filed electronically (copy attached). If you have any questions regarding this matter, please feel free to contact me or Stephanie Ulrich at Stephanie.a.ulrich@verizon.com.

Respectfully submitted,

A handwritten signature in black ink, reading "Jennifer L. McClellan". The signature is written in a cursive style with a large, looped initial "J".

Enclosures

cc: Ross Artale, Spectrotel, Inc.
Sandra Mattavous-Frye, People's Counsel

DRAFT ORDER

**PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
1325 G STREET, NW, 8th FLOOR
WASHINGTON, DC 20005**

ORDER APPROVING AN AMENDMENT TO INTERCONNECTION AGREEMENT

XXXXXXX

**FORMAL CASE NO. TIA2020-XX IN THE MATTER OF THE JOINT
APPLICATION OF VERIZON WASHINGTON, DC INC. AND SPECTROTEL, INC.
FOR APPROVAL OF A UNE/RESALE FORBEARANCE AMENDMENT UNDER
SECTION 252(e) OF THE TELECOMMUNICATIONS ACT OF 1996, Order No. XXX**

1. By this Order, the Public Service Commission of the District of Columbia (“Commission”) approves an amendment (“Amendment”) between Verizon Washington, DC Inc. (“Verizon DC”) and Spectrotel, Inc. (“Customer”) (collectively, “the Applicants” or “parties”). This Amendment was submitted to the Commission for approval pursuant to Section 252 (e) of the Communications Act, as amended (“the Act”).¹

I. BACKGROUND

2. On September 10, 2020, Verizon DC filed an application on behalf of Spectrotel, Inc. for Commission approval of a UNE/Resale Forbearance Amendment to the Interconnection Agreement (“Agreement”) between Verizon DC and Spectrotel, Inc.² The parties have negotiated the Agreement.

II. POSITIONS OF THE PARTIES

3. The Applicants acknowledge that, pursuant to Sections 252(e)(2)(A)(i) and 252 (e)(2)(A)(ii) of the Act, the Amendment must not discriminate against any other telecommunications carrier and must be consistent with the public interest, convenience, and necessity. The Applicants stipulate that the Amendment complies with both sections of the Act.³ Therefore, the Applicants request Commission approval of the Amendment.⁴

¹ See, 47 U.S.C. § 252(e) (1996).

² *Formal Case No. TIA2020-XX, In the Matter of the Joint Application of Verizon Washington, DC Inc. and Spectrotel, Inc. for Approval of a UNE/Resale Forbearance Amendment to an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996*, Verizon DC’s Application, filed September 10, 2020.

³ Application at 1.

⁴ *Id.*

III. ANALYSIS AND DECISION

A. Requirements of Section 252(e)(2)(A) of the Act

4. Pursuant to Section 252(e)(2)(A) of the Act, the Commission must approve a negotiated agreement or an amendment to that agreement, if the Commission finds that it does not discriminate against a telecommunications carrier not a party to the agreement and the implementation of the agreement, or its amendment, is consistent with the public interest, convenience, and necessity. The Commission, therefore, has considered and examined the Amendment in light of this statutory directive.

5. The Commission finds that the Amendment meets these statutory criteria. First, the Amendment does not discriminate against a carrier not a party to the agreement. The Applicants stipulate that the Amendment will be available to any other telecommunications carrier in the District. They further stipulate that other carriers “are not bound by the Amendment and remain free to negotiate independently with Verizon DC pursuant to Section 252 of [the Act].”⁵ In view of these stipulations, the Commission concludes that the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement and therefore, meets the requirements for approval under Section 252(e)(2)(A)(i) of the Act.

6. Second, the Commission finds that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment will facilitate the development of competition in the District telecommunications market and will help to ensure that District consumers gain from any benefits that may flow from competition. The Commission, therefore, concludes that the Amendment is consistent with the public interest, convenience, and necessity, and that it meets the requirements for approval under Section 252(e)(2)(A)(ii) of the Act.

B. Future Revisions

7. The Commission directs the Applicants to comply with the procedures set forth in Sections 2600-2603.1 of the Commission’s rules to obtain Commission approval of any revised agreement into which the Applicants may enter.⁶ For the foregoing reasons, the Commission approves the Amendment.

⁵ *Id.*

⁶ *See*, 15 DCMR § 2603.1 (2001).

THEREFORE, IT IS ORDERED THAT:

8. The Application filed on September 10, 2020, is **GRANTED**, subject to the conditions and the Commission's findings set forth above. The Amendment is **APPROVED**.

A TRUE COPY:

BY DIRECTION OF THE COMMISSION:

CHIEF CLERK

**BRINDA WESTBROOK-SEDGWICK
COMMISSION SECRETARY**

**UNE/RESALE FORBEARANCE AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON WASHINGTON, DC INC.
AND
SPECTROTEL, INC.**

This UNE/Resale Forbearance Amendment (this "Amendment"), by and between Verizon Washington, DC Inc. ("Verizon"), and Spectrotel, Inc. ("Customer"), upon execution by both Parties, shall be deemed effective as of the earlier of (i) the last date of signature by a Party and (ii) January 12, 2020. (Verizon and Customer 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 District of Columbia (the "District").

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 an interconnection agreement under Sections 251 and 252 of the Act dated April 28, 2000 (the "Agreement"); and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the "FCC") released a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141 et al. (the "UNE Transport Forbearance Order"), which became effective upon release; and

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 (the UNE Loop/Resale Forbearance Order, together with the UNE Transport Forbearance Order, the "UNE/Resale Forbearance Orders"); and

WHEREAS, in light of the foregoing developments, the Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the UNE/Resale Forbearance Orders under the existing terms of the Agreement, wish to amend the Agreement 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 Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, 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 ("SGAT").
2. Discontinuation of UNE Analog Loops.
 - 2.1 Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 2.1 and 2.2 below, Customer shall not order or obtain UNE Analog Loops from Verizon (whether via new orders or conversions of existing special

access circuits or other services), and Verizon shall not be obligated to provide UNE Analog Loops to Customer (whether via new orders or conversions of existing special access circuits or other services).

- 2.2 New purchases of UNE Analog Loops that would be precluded under Section 2.1 above, but that would otherwise be available to Customer under the Agreement, may be made for all orders placed through February 2, 2020, but may not be made for installations occurring after such date.
- 2.3 A UNE Analog Loop that Customer purchases (i.e., orders) as of February 2, 2020 will continue to be available at the rates, terms and conditions that apply under the Agreement (including, but not limited to, any Verizon Tariff referenced therein) through August 2, 2022 ("UNE Analog Loop Transition Deadline"), unless, prior to such date, such UNE Analog Loop is discontinued by Customer or terminated by Verizon for any reason permitted under the Agreement (including, but not limited to, any Verizon Tariff referenced therein). After August 2, 2022, Verizon will no longer provide or maintain under the Amended Agreement any UNE Analog Loop that remains in service as of August 2, 2022 at UNE rates, terms and conditions
- 2.4 For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth herein apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

3. Discontinuation of UNE DS1 and DS3 Transport Between Certain Wire Centers.

3.1 DS1 and DS3 UNE Triggering Endpoints.

- 3.1.1 For purposes of this Section 3: (a) a "Tier 1" Wire Center is a Wire Center that Verizon identifies (or has identified) as such in an industry notice(s) and/or in a Verizon Tariff pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order; (b) a "Tier 2" Wire Center is a Wire Center that Verizon identifies (or has identified) as such in an industry notice(s) and/or in a Verizon Tariff pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order; (c) a "Tier 3" Wire Center is a Verizon Wire Center that Verizon has not identified as a Tier 1 or a Tier 2 Wire Center as described in (a) and (b) preceding; (d) the two Wire Centers at either end of a Dedicated Transport route are the "endpoints" of the route; (e) the "DS3 UNE Triggering Endpoint(s)" for a DS3 Dedicated Transport route are those endpoints of the route which are Tier 3 Wire Centers; and (f) the "DS1 UNE Triggering Endpoint(s)" for a DS1 Dedicated Transport route are those endpoints that are either Tier 2 or Tier 3 Wire Centers.
- 3.1.2 Pursuant to Verizon's industry notices and/or Tariff filings pursuant to FCC rules (including without limitation 47 C.F.R. § 51.319(d)(3)) in effect prior to the UNE Transport Forbearance Order: (a) dedicated DS1 transport is available on an unbundled basis only on routes for which either endpoint is (or both endpoints are) a DS1 UNE Triggering Endpoint, and (b) dedicated DS3 transport is available on an unbundled basis only on routes for which either endpoint is (or both endpoints are) a DS3 UNE Triggering Endpoint.

- 3.2 Effect of UNE Transport Forbearance Order on DS1 and DS3 UNE Triggering Endpoints. To the extent UNE DS1 and DS3 Transport would otherwise be available under the Agreement given the limitations set forth in Section 3.1 above (or limitations that otherwise apply under the Agreement, Applicable Law, or an applicable Verizon Tariff or SGAT), such availability is subject to the further limitations set forth in this Section 3.2. Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 3.3 and 3.4 below:
- 3.2.1 UNE DS1 Transport. For purposes of determining whether DS1 Dedicated Transport is available on an unbundled basis under Section 3.1.2 above, a Tier 2 or Tier 3 Wire Center shall not be deemed a DS1 Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of only one of those Wire Centers, then UNE DS1 Transport would be available as a UNE on such route, and (b) if both ends of a route were Tier 2 or 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Wire Centers, then UNE DS1 Transport would not be available as a UNE on such route, and (c) if one end of a route were a Tier 1 Wire Center and the other end of the route were a Tier 2 or 3 Wire Center that has competitive fiber present within one-half mile, then UNE DS1 Transport would not be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to unbundled DS1 Dedicated Transport on a route where unbundled DS1 Dedicated Transport is not available by application of this Section 3.2.1.
- 3.2.2 UNE DS3 Transport. For purposes of determining whether DS3 Dedicated Transport is available on an unbundled basis under Section 3.1.2 above, a Tier 3 Wire Center shall not be deemed a DS3 Triggering Endpoint if competitive fiber is present within one-half mile of that Wire Center. Thus, for example: (a) if one end of a route were a Tier 1 or 2 Wire Center, and the other end of the route were a Tier 3 Wire Center with competitive fiber located within one-half mile, then UNE DS3 Transport would not be available on such route, (b) if both ends of a route were Tier 3 Wire Centers, but competitive fiber is present within one-half mile of both of those Tier 3 Wire Centers, then UNE DS3 Transport would not be available as a UNE on such route. Customer shall not order or obtain, and Verizon shall not be obligated to provide, unbundled access (whether via new orders or conversions of existing special access circuits or other services) to unbundled DS3 Dedicated Transport on a route where unbundled DS3 Dedicated Transport is not available by application of this Section 3.2.2.
- 3.2.3 For purposes of this section, the Wire Centers for which competitive fiber is available within one-half mile are those listed in the August 1, 2019 Public Release of the FCC's Wireline Competition Bureau in WC Docket 18-141 (DA 19-733) (including without limitation any subsequent modifications and supplements to such list).
- 3.3 New purchases of UNE DS1 or DS3 Dedicated Transport that would be precluded under Section 3.2 above, but that would otherwise be available to

Customer under the Agreement, may be made for orders occurring through January 12, 2020, but may not be made for orders occurring after such date.

- 3.4 UNE DS1 or DS3 Dedicated Transport that Customer purchases (i.e., in service) as of January 12, 2020 will continue to be available at the rates, terms and conditions that apply under the Agreement (including, but not limited to, any Verizon Tariff referenced therein) through July 12, 2022 ("UNE Transport Transition Deadline" and, together with the UNE Analog Transition Deadline, the "Embedded Base Transition Deadlines"), unless, prior to such date, such UNE DS1 or DS3 Dedicated Transport is discontinued by Customer or terminated by Verizon for any reason permitted under the Agreement (including, but not limited to, any Verizon Tariff referenced therein). After July 12, 2022, Verizon will no longer provide or maintain under the Amended Agreement any such UNE DS1 or DS3 Dedicated Transport that remains in service as of July 12, 2022.
- 3.5 For the avoidance of any doubt, the limitations on availability of UNE DS1 and DS3 Dedicated Transport set forth herein apply regardless of whether the DS1 or DS3 Transport is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of loop-transport combination), or commingled with a non-UNE service or other arrangement.

4. Replacement Arrangements.

- 4.1 Where Verizon is permitted to cease providing a UNE Analog Loop, UNE DS1 Dedicated transport, or UNE DS3 Dedicated Transport (each of the foregoing, a "Discontinued UNE") under the terms of the Amended Agreement (including, but not limited to, Sections 2 and 3 above) and Customer has not submitted a Local Service Request ("LSR") or Access Service Request ("ASR"), as appropriate, to Verizon requesting disconnection of the Discontinued UNE and has not separately secured from Verizon an alternative arrangement to replace the Discontinued UNE as of the applicable Embedded Base Transition Deadline, then Verizon may disconnect, upon ninety (90) days notice to Customer, the subject Discontinued immediately following or anytime after the applicable Embedded Base Transition Deadline.
- 4.2 In lieu of disconnecting the subject Discontinued UNE in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued UNE to an arrangement available under a Verizon access Tariff (in which case month-to-month rates shall apply unless Verizon determines that the circuit is eligible for a different plan to which your company then subscribes), a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer, or (b) in lieu of such a conversion, reprice the subject Discontinued UNE by application of a new rate, on a prospective basis (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access Tariff, a resale arrangement, or other commercial arrangement that Verizon identifies in writing to Customer (the rates, terms and conditions of such replacement arrangement that Verizon identifies under (a) or (b) preceding, the "Replacement Terms"). Without limiting Verizon's rights or Customer's obligations under this Section 4, Customer shall cooperate with Verizon in implementing the requirements of this Section 4 and shall promptly submit any LSR or ASR and take such other action that may be needed to implement such requirements.
- 4.3 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of the Amended Agreement, any negotiations regarding any

replacement arrangement or other facility or service that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of any rates, terms, or conditions for such facility, service, or arrangement pursuant to 47 U.S.C. § 252(b) or other provision of Applicable Law.

5. Discontinuation of Wholesale Discount for Resold Services.

- 5.1 Notwithstanding any other term or condition of the Amended Agreement or a Verizon Tariff or SGAT, and subject to the transitional provisions set forth in Subsections 5.2 and 5.3 below, the wholesale discount for Telecommunications Services that Customer purchases for resale under 47 U.S.C. § 251(c)(4) (such discount that applies under the Agreement or applicable Tariff, the "Wholesale Discount") is not available to Customer and shall hereby cease to apply except as set forth in Sections 5.2. and 5.3 below.
- 5.2 Customer's new purchases of Telecommunications Services for resale at the Wholesale Discount may be made pursuant to the Amended Agreement 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), or through a separate negotiated agreement. Unless purchased under a separate negotiated agreement, 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 Agreement, other than the Wholesale Discount, shall continue to apply to such services.
- 5.3 Any resold Telecommunications Services that Customer purchases (i.e., orders) 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 Agreement, a Verizon Tariff, or Applicable Law or the Telecommunications Service is terminated by Verizon for any reason permitted under the Amended Agreement, a Verizon Tariff, or Applicable Law. After such date, any resold Telecommunications Service that has not previously been discontinued by Customer 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) or through a separate negotiated agreement. 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 Agreement (including without limitation any Verizon Tariff referenced therein), other than the Wholesale Discount, shall continue to apply to such services.

6. Miscellaneous Provisions.

- 6.1 Existing Rights and Obligations. Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide unbundled access to Analog UNE Loops, UNE DS1 or DS3 Dedicated Transport, or any other unbundled network element (whether as a stand-alone UNE, as part of a combination, or otherwise) that was not already available to Customer under the Agreement prior to this Amendment (b) to obligate Verizon to offer or provide unbundled access at rates prescribed under Section 251(c)(3) of the Act to any facility that is or becomes a Discontinued UNE, whether as a stand-alone UNE, as part of a combination, or otherwise, (c) to obligate Verizon to apply the wholesale discount for resold services under 47 U.S.C. § 251(c)(4) where such discount and associated terms and conditions are not already available under the Agreement prior to this Amendment, or (d) to limit any right of Verizon under the Agreement (independent of this Amendment), any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued UNE, whether as a stand-alone facility, as part of a combination, or otherwise, or to cease providing the Wholesale Discount to resold services under 47 U.S.C. § 251(c)(4).
- 6.2 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 6.2.
- 6.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 6.4 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.
- 6.5 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.
- 6.6 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. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 6.7 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.

- 6.8 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 6.9 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.
- 6.10 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.
- 6.11 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 6.11.1 Dedicated Transport. Dedicated Transport is a Verizon DS1- or DS3-capacity transmission facility, within a LATA, between Verizon Wire Centers or switches (as identified in the LERG) that is dedicated to a particular customer or carrier. For avoidance of any doubt, Verizon shall not be required to provide unbundled access to any form of Dedicated Transport that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (including, but not limited to, any Dedicated Transport that does not connect a pair of Verizon Wire Centers).
- 6.11.2 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 6.11.3 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 6.11.4 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.
- 6.11.5 UNE Analog Loop. An unbundled two-wire or four-wire analog voice-grade copper loop as defined in UNE Loop/Resale Forbearance Order (by whatever name the Agreement or Verizon Tariff or SGAT may use to refer to such loops, including, but not limited to, where the term "link" is used in lieu of "loop").
- 6.11.6 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

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

Spectrotel, Inc.

Verizon Washington, DC Inc.

By: Rebecca H. Sommi
Rebecca H. Sommi (Apr 7, 2020)

Printed: Rebecca H. Sommi
—

Title: VP of Vendor Management
—

Date: Apr 7, 2020
—

By: 
Claudine Celestino (Apr 7, 2020)

Printed: Claudine Celestino
—

Title: Manager, Contract Management
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Date: Apr 7, 2020
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Spectrotel DC UNE/Resale Forbearance Amd.

Final Audit Report

2020-04-07

Created:	2020-04-02
By:	Claudine Celestino (VPSCONTRACTS@verizon.com)
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