

State of Florida



# Public Service Commission

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**DATE:** February 23, 2006

**TO:** Director, Division of the Commission Clerk & Administrative Services (Bayó)

**FROM:** Division of Competitive Markets & Enforcement (Lee, Dowds, K. Kennedy, King)  
Office of the General Counsel (L. Fordham, Banks) *c.f.f. - Plw*

**RE:** Docket No. 040156-TP – Petition for arbitration of amendment to interconnection agreements with certain competitive local exchange carriers and commercial mobile radio service providers in Florida by Verizon Florida Inc.

**AGENDA:** 03/07/06 – Regular Agenda – Posthearing Decision – Participation is Limited to Commissioners and Staff

**COMMISSIONERS ASSIGNED:** Edgar

**PREHEARING OFFICER:** Edgar

**CRITICAL DATES:** 03/10/06 - FCC's Transitional Deadline

**SPECIAL INSTRUCTIONS:** None

**FILE NAME AND LOCATION:** S:\PSC\CMP\WP\040156ICA.RCM.DOC

### Case Background

On August 21, 2003, the FCC released its TRO, promulgating various rules governing the scope of incumbent telecommunications service providers' obligations to provide competitors access to UNEs; the Order became effective on October 2, 2003. On February 20, 2004, Verizon filed its Petition for Arbitration of Amendment to Interconnection Agreements with Certain Competitive Local Exchange Companies (CLECs) and Commercial Mobile Radio Service Providers (CMRS) in Florida to implement changes resulting from the TRO.

The TRO was subsequently appealed to the D.C. Circuit Court of Appeals. On March 2, 2004, the D.C. Circuit Court of Appeals, in USTA II, vacated and remanded certain provisions of

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the TRO, specifically regarding the impairment findings relating to mass market switching, high-capacity loops, and dedicated transport. Verizon filed an Update to Petition for Arbitration to reflect the USTA II decision on March 19, 2004. Subsequently, on June 16, 2004, the D.C. Circuit Court of Appeals issued its mandate.

On February 4, 2005, the FCC released its TRRO, setting forth revisions to certain of its unbundling rules in response to USTA II. The TRRO unbundling requirements were effective March 11, 2005. In light of the TRRO release and its possible impact on this arbitration, the procedural schedule in this docket was modified by Order No. PSC-05-0221-PCO-TP, issued on February 24, 2005.

On December 5, 2005, Final Order No. PSC-05-1200-FOF-TP (Order) was issued, setting forth the Commission's specific findings on the issues established for this Docket. On December 20, 2005, several parties filed motions requesting reconsideration and/or clarification of the Order. On December 27, 2005, responses to the motions were filed. On February 3, 2006, the Commission issued Order No. PSC-06-0078-FOF-TP Denying Motions For Reconsideration and Granting Clarification of Certain Portions of Order No. PSC-05-1200-FOF-TP.

On February 8, 2006, Verizon filed a letter explaining that, in some instances, the parties were unable to agree on language to implement the Commission's rulings. With its letter Verizon included a copy of an interconnection agreement amendment that indicated where the parties agreed as well as identified the areas of disagreement. In addition, Verizon noted that to assist the Commission in determining which language should be adopted, Verizon and the CLEC parties agreed to file briefs on February 14, 2006.

On February 14, 2006, the CLEC parties and Verizon filed their briefs. In addition, Verizon filed an updated interconnection agreement amendment which indicated the areas of agreement and disagreement between the parties.

Issue 1 describes the various language disputes and sources of disagreement, and provides staff's recommendations on how to resolve the disputes, consistent with the Commission's post-hearing orders. Staff's specific recommended amendment is provided in Attachment A. Issue 2 addresses the appropriate effective date for the agreement amendment.

### Discussion of Issues

**Issue 1:** What language should be adopted for inclusion in the interconnection agreement amendment to implement the Commission's rulings in Order Nos. PSC-05-1200-FOF-TP and PSC-06-0078-FOF-TP?

**Recommendation:** Staff recommends that the Commission adopt the amendment identified as Attachment A to implement the Commission's rulings in Order Nos. PSC-05-1200-FOF-TP and PSC-06-0078-FOF-TP. **(Lee, Dowds, K. Kennedy, King)**

#### **Staff Analysis:**

As noted in the Case Background, the parties have been unable to reach agreement on appropriate language to implement many of the Commission's decisions in this arbitration. Although there are numerous discrete provisions of the proposed amendment where disputed language occurs, on balance the underlying basis for the disagreements generally can be grouped into categories. Accordingly, staff's recommendation does not discuss, subsection by subsection, all of our discrete recommended changes; rather, to the extent possible we discuss our recommended changes by general type of change (although this was not always possible). Attachment A is staff's recommended amendment that incorporates all changes to the draft amendment submitted by Verizon on February 14, 2006.

#### **I. References to a Pricing Attachment**

Verizon has attached as Exhibit A to the amendment a pricing attachment that appears to contain various Commission-approved non-recurring charges but also lists numerous rate elements for which the price is noted as "TBD" (which we presume means To Be Determined, at some future date). References to this Pricing Attachment occur in many places throughout Verizon's version of the amendment (e.g., sections 1, 2.5.2, 3.1.1, 3.3.2, 3.2.4.1, 3.11.2.4). The CLEC Parties object to this pricing attachment, and references to it, because it would allow Verizon unilaterally to implement certain rates and charges approved by the Commission in the future, without executing a written amendment to existing agreements.

In a stipulation filed with the Commission in this proceeding on April 26, 2005, the parties agreed that Verizon would withdraw its request that certain new rates contained in a pricing attachment be adopted in this proceeding. However, Verizon reserved the right to initiate a proceeding asking the Commission to set rates for the items contained in the withdrawn pricing attachment. Moreover, the stipulation provides that it ". . . does not affect Verizon's right to continue to apply any rates the Commission has already established, including those adopted in Docket No. 990649B-TP, Order No. PSC-02-1574-TP, or where such order has not established a particular rate, the rates set forth in particular interconnection agreements." (Stipulation. p. 2)

Nowhere in the Stipulation or elsewhere in this proceeding did the CLEC Parties agree that Verizon would be able to unilaterally implement rates set in the future, without a formal amendment. In fact, Issue 2, in which Verizon had requested modifying the parties' existing change-of-law provisions to allow that any future changes to unbundling requirements would be effectuated without an amendment, was denied. Moreover, while Verizon is correct that the

Stipulation preserved Verizon's right to charge existing Commission-approved rates, neither the Stipulation nor the Commission's Orders provided that Verizon could unilaterally insert these rates into agreements which did not have them. Accordingly, staff recommends that the Pricing Attachment and all references to it should be excluded from the Amendment.

## **II. Section 4.4 and associated provisions and cross-references**

In the Miscellaneous Provisions section of the amendment, the CLEC Parties propose adding the following language to Section 4.4:

This Amendment does not alter, modify or revise any rights and obligations under applicable law contained in the Agreement, other than those Section 251 rights and obligations specifically addressed in this Amendment. Furthermore, \*\*\*CLEC Acronym TXT\*\*\*'s execution of this Amendment shall not be construed as a waiver with respect to whether Verizon, prior to the Amendment Effective Date, was obligated under the Agreement to perform certain functions required by the TRO.

In various sections of the agreement the CLEC Parties cross-reference this provision as providing a caveat that potentially limits the applicability of TRO or TRRO unbundling provisions. For example, in the section dealing with fiber-to-the home (FTTH) and fiber-to-the-curb (FTTC) loops, Section 3.1.1, the CLEC Parties' proposed language reads:

New Builds. Notwithstanding any other provision of the Amended Agreement, or any Verizon tariff (but subject to and without limiting Section 4.4 below) Verizon is not required to provide access to a FTTH or FTTC loop on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any such loop facility.

Verizon objects to the inclusion of such language because, among other reasons, in the April 26, 2005 Stipulation, the CLEC Parties agreed that any unbundling obligations that arise outside of sections 251 and 252 will not be addressed in this proceeding. Verizon opines that the ". . . CLECs have proposed adding language to Section 4.4 of the Amendment – which addressed the Scope of the Amendment and its affect on pre-existing obligations under the parties' ICAs – that is at best confusing surplusage and at worst an attempt to undo the parties' stipulation and this Commission's holding concerning the scope of Verizon's obligations under the Amendment." (Verizon BR at 3)

Staff observes that the April 26, 2005 Stipulation provides:

AT&T, MCI, FDN, and CCG agree that they will withdraw from this arbitration their request for this Commission to adopt in their arbitrated amendments rates, terms, and conditions that do not arise from federal unbundling regulations pursuant to 47 U.S.C. sections 251 and 252, including issues asserted to arise under state law or the Bell Atlantic/GTE merger conditions. This means that Issue 1 ("Should the Amendment include rates, terms, and conditions that do not arise from federal unbundling regulations pursuant to 47 U.S.C. sections 251 and

252, including issues asserted to arise under state law or the Bell Atlantic/GTE Merger Conditions?") will be deleted from the issues to be resolved in this proceeding. (Stipulation, p.2)

Staff believes that it is clear that the CLEC Parties agreed that the scope of the unbundling requirements to be addressed in the Amendment is limited to those arising under sections 251 and 252. To attempt to insert language in the Amendment that potentially goes beyond the stipulation is improper. Thus, staff recommends that the CLEC Parties' proposed addition to Section 4.4, and cross-references to it, be deleted.

### **III. Superfluous language, or where one party objects and neither the Commission Orders nor the FCC Rules and Orders supports its inclusion**

There are numerous instances of disputed language where inclusion of the language adds little if anything in the way of clarity (and is often redundant), or for which support requiring its inclusion cannot be determined. Examples:

Section 2.1 Verizon's proposed language reads in part: ". . .Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements . . ." The CLEC Parties propose to insert "access to" after "for" and before "or the use of." Staff believes this is a distinction without a difference; staff recommends excluding the CLEC edit.

Section 2.2 Contained in the General Conditions section, this language essentially says that Verizon will provide UNEs, UNE combinations, and commingled arrangement to the extent required by the Federal Unbundling Rules; however, the CLEC Parties object to its inclusion. Since subsequent sections detail specific obligations and the parties cannot agree, staff recommends deleting it in its entirety.

Section 2.3 The CLEC Parties object, in part, to Verizon language that basically says that UNEs, UNE combinations and commingled arrangements may only be used for those purposes allowed for in the FCC's unbundling rules. This issue is not addressed in the Commission's Orders. Staff recommends excluding the disputed portion, while including the undisputed portion.

Section 3.1.2 Agreed upon language provides in part that ". . .Verizon is not required to provide access to an FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing cooper loop facility, except that, in accordance with the Federal Unbundling Rules . . ." The CLEC Parties object to Verizon's inclusion of the phrase "but only to the extent required by" before the "Federal Unbundling Rules." Verizon objects to the CLEC Parties' inclusion "and the Arbitration Orders" after the "Federal Unbundling Rules." Neither is clearly required by the Commission Orders or the FCC rules or orders, and staff believes they are redundant; thus, we recommend excluding both.

Section 3.4.1 This section deals with DS1 loops; the CLEC Parties propose adding the modifier "Section 251(c)(3)" before "DS1 loop." (They propose analogous edits for other loop types.) Since this is a section 252 arbitration that is only dealing with elements provided pursuant to section 251, staff believes the modifier is superfluous and recommends it be deleted.

#### **IV. Specific Edits to Certain Sections**

Section 2.4.1 This section pertains to what rates can Verizon charge where it is permitted to cease providing a Discontinued Facility and a CLEC has not submitted a local service request (LSR) or access service request (ASR), as applicable, and Verizon chooses not to disconnect the existing facility. Unless the CLEC currently subscribes to a special access volume and term plan, Verizon proposes to charge the replacement offering based on month-to-month rates from its access tariff. In contrast the CLEC Parties' proposed language contends that Verizon may ". . . assess a rate that is not greater than the lowest rate the LEC could have otherwise obtained for an equivalent or substantially similar wholesale service . . ." Verizon objects to this language, claiming it would eliminate the CLECs' incentive to submit orders for replacement offerings for Discontinued Facilities. Verizon also proposes language that with respect to such replacement services or Discontinued Facility, it may immediately disconnect these offerings if the CLEC fails to pay when due. Staff notes that the Commission's Orders, as well as FCC rules and orders, are silent on these matters.

Staff believes that it is reasonable, absent an agreement between the parties to the contrary, for Verizon to assess month-to-month access charges in this instance (except where the CLEC has an access volume and term plan). Staff believes it is incumbent on the CLEC to select to which available replacement offering it wishes to migrate de-listed UNEs; Verizon has no obligation to determine for the CLEC which is the least cost option and perform the migration. However, with respect to a CLEC's nonpayment of such replacement offerings, staff does not believe it appropriate to establish in the agreement a new, special category regarding disconnection for nonpayment. We believe this is unnecessary because disconnection for nonpayment is a topic typically already provided for in interconnection agreements and Verizon's tariffs. Accordingly, staff recommends that the CLEC Parties' language regarding repricing Discontinued Facilities at the lowest rate available, as well as Verizon's proposed language concerning disconnection of replacement services or a Discontinued Facility for nonpayment, should be omitted.

Section 3.2.4.2 This section pertains to IDLC hybrid loops, and Verizon's obligations to unbundle them. Verizon proposes language that would afford it sole discretion as to how it would unbundle an IDLC hybrid loop. In contrast, the Commission's Orders and the CLEC Parties' language would require Verizon to "present" to the CLEC a technically feasible alternative unbundling method, other than one requiring construction of copper loops or UDLC systems. We recommend rejecting Verizon's proposed language and adopting the CLEC Parties' language, which is in accord with the Commission's decision.

Verizon also proposes to include language that describes the types of charges that Verizon contends the CLEC may be required to pay. Since nowhere in the Commission's Orders is there any discussion of pricing with respect to unbundling IDLC hybrid loops, staff recommends this language be omitted.

Section 3.4.1.1.2 In this subsection, which pertains to the application of the DS1 cap, Verizon proposes that a CLEC "and its affiliates" be restricted to a maximum of 10 DS1 loops to a single building. (Verizon proposes "and its affiliates" also be included in language for caps on DS3 loops, as well as DS1 and DS3 transport.) Staff notes that the Commission's Orders, as well as

FCC rules and orders, are silent on these matters. In particular, the FCC rule refers only to “a CLEC.” Absent any support for this proposal, staff recommends that Verizon’s “and its Affiliates” language be excluded.

#### Section 3.6.1 CLEC Certification and Related Provisions

This section pertains to the scope of the reasonably diligent inquiry that a CLEC is to conduct prior to self-certifying that it is entitled to order high-capacity loops and transport. There are two minor disputes. First, in Section 3.6.1.1, in addition to language that such an inquiry by a CLEC includes a review of Verizon’s wire center lists and supporting data, Verizon wants to add “or is otherwise available to the CLEC,” while the CLEC Parties propose adding “or that the CLEC otherwise possesses.” Since neither the Commission’s Orders nor the FCC rules or orders address this matter, staff recommends omitting both proposals.

Second, in Section 3.6.1.2, the CLECs propose that Verizon be required to provide back-up supporting data for its wire center list within 10 business days if a non-disclosure agreement is in place between the parties covering such data; Verizon disagrees. Again, the Commission Orders and the FCC rules and orders are silent, so staff recommends excluding this language.

#### Section 3.6.2 Provision-then-Dispute Requirements

Two provisions are in dispute: Sections 3.6.2.2.2 and 3.6.1.2. In Section 3.6.2.2.2, the CLEC Parties propose that where Verizon intends to re-price a facility or service back to the date of provisioning if it prevails in a self-certification dispute, that Verizon must notify the CLEC that it disputes the self-certification within 30 days of its receipt. Further, if Verizon is allowed to re-price, “such re-pricing should be at rates no greater than the lowest rates that \*\*\*CLEC Acronym TXT\*\*\* could have obtained in the first instance (for the facility to be re-priced) had \*\*\*CLEC Acronym TXT\*\*\* not ordered such facility as a UNE.” There are no terms and conditions concerning re-pricing of facilities in the Commission’s Orders or the FCC rules and orders. Accordingly, staff recommends this language be omitted.

In Section 3.6.2.2, which cross-references in 3.6.2.2.2, Verizon proposes to insert language providing that any re-pricing is “applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates.)” Staff recommends exclusion of Verizon’s language pertaining to late payment charges, as this Commission’s Orders and the FCC rules and orders are silent on this issue. However, existing provisions in parties’ interconnection agreements (e.g., dispute resolution provisions) may afford Verizon the right to assess late payment charges.

#### Section 3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

In varying degrees both parties propose language that does not track precisely the Commission’s Orders. For example, Verizon’s language appears to imply the transition pricing ends when a de-listed UNE has been converted, and that conversions must be completed during the transition period. Staff’s recommends deleting the language proposed by both parties so that it tracks the Commission’s Orders.

### Section 3.10A Line Conditioning

Staff's recommended language strikes all of the CLEC Parties' proposed language, which we believe goes far beyond the Commission's decision and the FCC rules and orders. Similarly, Verizon's proposed language that went beyond the Commission's decision (e.g., attempts to impose provisioning intervals, pricing) was excluded. Staff's recommended language narrowly tracks the Commission's decision.

### Section 3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services

Other than ripple effects of previously recommended edits, staff recommends changes to two subsections. First, in section 3.11.2.3, which pertains to how a CLEC certifies it satisfies the eligibility criteria, staff recommends excluding Verizon's proposed language that appears to require a CLEC to ". . . provide all specified supporting information on the ASR related to the circuit's eligibility, . . ." (emphasis added) As this appears to directly conflict with the Commission's Orders that allow for self-certification, staff recommends this language be deleted.

Second, in section 3.11.2.9, which pertains to the annual EELs audit, staff recommends making some relatively minor changes so that the language better tracks the Commission Orders and the FCC rules and orders.

### Section 3.12.1.1 Routine Network Modifications: General Conditions

Staff's recommended language incorporates two changes. First, staff recommends adopting the CLEC Parties' language discussing the provision of routine network modifications (RNM) at parity, but adding wording "for its customers excluding the installation of a new loop," to track the Commission's Orders. Second, the CLEC Parties proposed language that stated that there are no Commission-approved rates for RNM. Staff recommends excluding this language because it is inconsistent with the Commission's Orders and the parties' stipulation, which provided that Verizon was entitled to charge any Commission-approved rates.

### Section 4.7 Miscellaneous Provisions: Definitions

Staff recommends making changes to three definitions. First, staff recommends modifying section 4.7.3, Commingling, so that it tracks exactly the definition in the FCC's rules. Second, staff recommends modifying section 4.7.7, Discontinued Facility, to delete various superfluous words (many of which were discussed above), as well as the last clause in the definition as proposed by Verizon, because it is unnecessary since the preceding clauses constitute a complete list of Discontinued Facilities. Third, staff recommends deleting Verizon's proposed language that provides that any changes to Verizon's wire center list due to excluding MCI as a fiber-based collocater will not alter the de-listings findings made on March 11, 2005. Staff also recommends deleting the CLEC Parties' proposed language that would make the application of the updated wire center list that reflects exclusion of MCI, retroactive to March 11, 2005. Staff could locate no support for either proposal in the Commission Orders, the TRO and TRRO and implementing rules, or the Verizon/MCI merger order.



**Issue 2:** What should be the effective date of the amendment to the parties' agreement?

**Recommendation:** Staff believes the affected parties have had sufficient notice to plan for any eventualities which may flow from the Commission's findings in this matter. Therefore, if the Commission approves the recommendation of staff in Issue 1, and adopts the amendment identified as Attachment A attached thereto, it is appropriate that the effective date of that amendment be March 11, 2006. Further, the fully executed agreements should be filed with this Commission within 10 days of the vote of the Commission on this recommendation. (**L. Fordham**)

**Staff Analysis:** The TRRO established a one-year transition period for the purpose of implementing certain provisions contained therein. That transition period ends on March 10, 2006. Accordingly, those new provisions of the TRRO, which are the subject of this amendment, become effective as of March 11, 2006.

Staff believes the affected parties have had sufficient notice to plan for any eventualities which may flow from the Commission's findings in this matter. Therefore, if the Commission approves the recommendation of staff in Issue 1, and adopts the amendment identified as Attachment A attached thereto, it is appropriate that the effective date of that amendment be March 11, 2006. Further, the fully executed agreements should be filed with this Commission within 10 days of the vote of the Commission on this recommendation.

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**Issue 3:** Should this docket be closed?

**Recommendation:** No. The docket should remain open for 45 days following the issuance of the final order to allow parties to file fully executed agreements and to address any other outstanding matters. After the 45 days have past, and there are no outstanding issues, this docket should be closed administratively. (**L. Fordham**)

**Staff Analysis:** The docket should remain open for 45 days following the issuance of the final order to allow parties to file fully executed agreements and to address any other outstanding matters. After the 45 days have past, and there are no outstanding issues, this docket should be closed administratively.

AMENDMENT NO. \_\_\_\_

to the

INTERCONNECTION AGREEMENT

between

VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED

and

[CLEC FULL NAME]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation with offices at 201 N. Franklin Street, Tampa, FL 33602, and [CLEC FULL NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("\*\*CLEC Acronym TXT\*\*"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective upon Commission approval pursuant to Section 252(e)(4) of the Act (the "Amendment Effective Date"). Verizon and \*\*CLEC Acronym TXT\*\* are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

WITNESSETH:

NOTE: **DELETE** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT HAS USED AN ADOPTION LETTER:

[WHEREAS, Verizon and \*\*CLEC Acronym TXT\*\* are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated [INSERT DATE] (the "Agreement"); and]

NOTE: **INSERT** THE FOLLOWING WHEREAS SECTION ONLY IF CLEC's AGREEMENT USED AN ADOPTION LETTER:

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), \*\*CLEC Acronym TXT\*\* adopted in the State of Florida, **[FOR INTRASTATE IN-REGION ADOPTIONS:** the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and Verizon] **[FOR INTERSTATE OR INTRASTATE OUT-OF-REGION ADOPTIONS:** the terms of the Interconnection Agreement between [UNDERLYING CLEC LEGAL ENTITY] and [VZ LEGAL ENTITY OF UNDERLYING AGREEMENT] that was approved by the [Underlying State Commission]] (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

**WHEREAS**, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

**WHEREAS**, on September 22, 2005, Staff for the Florida Public Service Commission ("Commission") issued its recommendations (the "Initial Staff Recommendations") in Docket No. 040156-TP regarding the amendment of certain interconnection agreements with respect to the TRO and TRRO; and

**WHEREAS**, on November 1, 2005, the Commissioners assigned to Docket No. 040156-TP approved the Initial Staff Recommendations; and

**WHEREAS**, on December 5, 2005, the Commission in Docket No. 040156-TP issued Order No. PSC-05-1200-FOF-TP (the "Initial Arbitration Order") requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

**WHEREAS**, on January 12, 2006, the Staff for the FPSC issued its recommendations (the "Staff Recommendations on Reconsideration and/or Clarification") in Docket No. 040156-TP with respect to the Motions for Reconsideration and/or Clarification filed by the Parties in response to the Initial Arbitration Order; and

**WHEREAS**, on January 24, 2006, the Commissioners assigned to Docket No. 040156-TP approved the Staff Recommendations on Reconsideration and/or Clarification; and

**WHEREAS**, [Placeholder for description of Final Arbitration Order (the "Final Arbitration Order")]; and

**WHEREAS**, on February 3, 2006, the Commission in Docket No. 040156-TB issued Order No. PSC-06-0078-FOF-TP, which denied motions for reconsideration and granting clarification of certain portions of Order No. PSC-06-1200-FOF-TP (Order No. PSC-06-0078-FOF-TP and the Initial Arbitration Order as clarified by Order No. PSC-06-0078-FOF-TP may hereinafter be referred to as the "Arbitration Orders"); and

**WHEREAS**, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the [NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended, (the "Act")] Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Arbitration Order and to give contractual effect to the provisions set forth herein;

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.

- 2.1 Except as permitted by the Amended Agreement or the Federal Unbundling Rules, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service \*\*\*CLEC Acronym TXT\*\*\* seeks to offer.
- 2.2
- 2.3 Restrictions on \*\*\*CLEC Acronym TXT\*\*\*'s Use of UNEs. \*\*\*CLEC Acronym TXT\*\*\* may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.
- 2.4 Discontinued Facilities. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff, but subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, 3.6 and 3.7 below, Verizon may, to the extent that it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, without further notice, guidelines or conditions,, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise.
- 2.4.1 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 2.4 above and \*\*\*CLEC Acronym TXT\*\*\* has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment and in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless \*\*\*CLEC Acronym TXT\*\*\* is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which \*\*\*CLEC Acronym TXT\*\*\* would be entitled to a different rate), or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to \*\*\*CLEC Acronym TXT\*\*\*, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (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 (i.e., month-to-month rate provided under an applicable access tariff, unless \*\*\*CLEC Acronym TXT\*\*\* is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which \*\*\*CLEC Acronym TXT\*\*\* would be entitled to a different rate), or another alternative wholesale service arrangement that Verizon shall identify or has identified in writing to \*\*\*CLEC Acronym TXT\*\*\*.
- 2.4.2 With respect to facilities that are Discontinued Facilities by operation of the TRO, the rates, terms, and conditions of any arrangements described in Section 2.4.1 above shall apply and be binding upon \*\*\*CLEC Acronym TXT\*\*\* as of the Amendment Effective Date, except to the extent that an earlier effective date applies under any provision of the Amended Agreement (including, but not limited to, Sections 2.5 and 3 below), a Verizon tariff, or a separate commercial agreement between the Parties.
- 2.5 Pre-Existing Discontinuance Rights.
- 2.5.1 Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Facilities, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement

to cease providing unbundled access to elements and facilities that are or become Discontinued Facilities.

- 2.5.2 Without limiting Section 2.5.1 above, this Amendment itself is not intended to implement future changes in law regarding unbundling obligations (whether new affirmative unbundling obligations or cessation of existing unbundling obligations); provided, however, that, for the avoidance of any doubt, this Section 2.5.2 shall not be construed to limit Verizon's rights with respect to: (a) discontinuance of UNEs at wire centers (or on routes) that in the future become non-impaired based on the FCC's criteria referenced in Sections 3.4 and 3.5 below; (b) discontinuance of any loops or transport that in the future exceed the caps set forth in Sections 3.4 and 3.5 below; (c) Verizon's rejection of a \*\*\*CLEC Acronym TXT\*\*\* order for a TRRO Certification Element without first seeking dispute resolution under Section 3.6.2.3 below; (d) repricing or disconnection of Discontinued Facilities at the end of the TRRO transition periods as provided for in Section 3.9 below; (e) discontinuance of High Capacity EELs that are determined in the future to be non-compliant under Section 3.11.2.2 or 3.11.2.9 below.

- 2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Facilities. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed as the consent of, or an admission by, either Party that the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements are subject to any requirement of 47 U.S.C. § 252 (including but not limited to, arbitration under 47 U.S.C. § 252(b)).

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

- 3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, or any Verizon tariff Verizon is not required to provide access to a FTTH or FTTC Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any loop facility.
- 3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, Verizon is not required to provide access to an FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with the Federal Unbundling Rules: (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide Nondiscriminatory Access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide Nondiscriminatory Access to a 64 kilobits per second TDM transmission path (or an equivalent transmission path using other technologies) capable of voice grade

service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established in which case such different rates shall apply.

3.1.2.1 In retiring a copper Loop or subloop, Verizon shall comply with any effective and lawful requirements that apply to that copper loop or subloop under 47 C.F.R. § 51.319(a)(3)(iv) (including, for the avoidance of any doubt, but not limited to, 47 C.F.R. § 51.319(a)(3)(iv)(B)), including but not limited to the network disclosure requirements set forth in Section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325-51.335.

### 3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon tariff, Verizon is not required to provide unbundled access to the packet switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with Nondiscriminatory Access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide nondiscriminatory access under the Amended

Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using existing time division multiplexing technology.

3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, if \*\*\*CLEC Acronym TXT\*\*\* requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, in accordance with the Federal Unbundling Rules provide \*\*\*CLEC Acronym TXT\*\*\* unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.2.4.1 Verizon will endeavor to provide \*\*\*CLEC Acronym TXT\*\*\* with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where either is available. Standard recurring and non-recurring Loop charges will apply.

3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, then Verizon must present to \*\*\*CLEC Acronym TXT\*\*\* a technically feasible alternative method of unbundled access, such as any technically feasible option identified in note 855 of the TRO; provided, however, that such method shall not be restricted to new construction of copper loop facilities and UDLC systems.

3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

### 3.3 Sub-Loop.

3.3.1 Sub-Loop for Access to Multiunit Premises. All provisions in the Agreement governing \*\*\*CLEC Acronym TXT\*\*\* access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement. Subject to and without limiting Section 2 above, upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* nondiscriminatory unbundled Access to the Sub-Loop for Multiunit Premises Access, regardless of the capacity level or type of loop that \*\*\*CLEC Acronym TXT\*\*\* seeks to provision for its customer, in accordance with, 47 C.F.R. § 51.319(b).

3.3.1.1 Inside Wire Sub-Loop. In accordance with 47 C.F.R. § 51.319(b), upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* access to a House and Riser Cable owned or controlled by Verizon pursuant to this Section 3.3.1.1 at the rates and charges provided for in the Amended Agreement. Verizon shall not reserve a House and Riser Cable for \*\*\*CLEC



Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, \*\*\*CLEC Acronym TXT\*\*\* shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 \*\*\*CLEC Acronym TXT\*\*\*'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that \*\*\*CLEC Acronym TXT\*\*\*'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

3.3.1.1.1.4 \*\*\*CLEC Acronym TXT\*\*\* shall identify its facilities as those of \*\*\*CLEC Acronym TXT\*\*\* by means of permanently-affixed externally-visible signage or markings.

3.3.1.1.1.5 To provide \*\*\*CLEC Acronym TXT\*\*\* with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for \*\*\*CLEC Acronym TXT\*\*\*, (c) secure space for \*\*\*CLEC Acronym TXT\*\*\* in any building, (d) secure access to any portion of a building for \*\*\*CLEC Acronym TXT\*\*\* or (e) reserve space in any building for \*\*\*CLEC Acronym TXT\*\*\*.

3.3.1.1.1.6 Verizon shall perform cutover of a Customer to \*\*\*CLEC Acronym TXT\*\*\* service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to \*\*\*CLEC Acronym TXT\*\*\*'s facilities, and Verizon shall determine how to perform such

installation. \*\*\*CLEC Acronym TXT\*\*\* shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to \*\*\*CLEC Acronym TXT\*\*\* in accordance with \*\*\*CLEC Acronym TXT\*\*\*'s order for such services.

3.3.1.1.2 If proper \*\*\*CLEC Acronym TXT\*\*\* facilities are not available at the time of installation, Verizon shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, the Not Ready Charge set forth in the Amended Agreement and the Parties shall establish a new cutover date.

3.3.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's House and Riser Cable. All \*\*\*CLEC Acronym TXT\*\*\* equipment connected to a House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) \*\*\*CLEC Acronym TXT\*\*\* reports to Verizon a Customer trouble, (b) \*\*\*CLEC Acronym TXT\*\*\* requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon the charge set forth in the Amended Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by \*\*\*CLEC Acronym TXT\*\*\* is not available at the appointed time. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Amended Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Amended Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), in accordance with 47 C.F.R. § 51.319(b), upon site-specific request, \*\*\*CLEC Acronym TXT\*\*\* may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b)(1)(i). It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

#### 3.4 High Capacity Loops.

3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

3.4.1.1.1 Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

3.4.1.1.2 \*\*\*CLEC Acronym TXT\*\*\* may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS1 Loops.

3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, \*\*\*CLEC Acronym TXT\*\*\* may not obtain new DS1 Loops as unbundled network elements.

3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

3.4.2.1.1 Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center.

3.4.2.1.2 \*\*\*CLEC Acronym TXT\*\*\* may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.4.2.2 Transition Period For DS3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, \*\*\*CLEC Acronym TXT\*\*\* may not obtain new DS3 Loops as unbundled network elements.

3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not required to provide \*\*\*CLEC Acronym TXT\*\*\* with access to a Dark Fiber Loop on an unbundled basis.

3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. \*\*\*CLEC Acronym TXT\*\*\* may not obtain new Dark Fiber Loops as unbundled network elements.

3.5 High Capacity Transport.

3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:

3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

3.5.1.1.2 \*\*\*CLEC Acronym TXT\*\*\* may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS1 Dedicated Transport is available on an unbundled basis.

- 3.5.1.2 Transition Period For DS1 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, \*\*\*CLEC Acronym TXT\*\*\* may not obtain new DS1 Dedicated Transport as unbundled network elements.
- 3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to DS3 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:
- 3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:
- 3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.
- 3.5.2.1.2 \*\*\*CLEC Acronym TXT\*\*\* may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.
- 3.5.2.2 Transition Period For DS3 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, \*\*\*CLEC Acronym TXT\*\*\* may not obtain new DS3 Dedicated Transport as unbundled network elements.
- 3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.5.3.2 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.3.2 Transition Period For Dark Fiber Transport. For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that \*\*\*CLEC Acronym TXT\*\*\* leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate \*\*\*CLEC Acronym TXT\*\*\* paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, \*\*\*CLEC Acronym TXT\*\*\* may not obtain new Dark Fiber Transport as unbundled network elements.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3.

3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:

3.5.5.1 Tier 1 Wire Centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

### 3.6 TRRO Certification and Dispute Process for High Capacity Loops and Transport

#### 3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute

part of a Combination or that \*\*\*CLEC Acronym TXT\*\*\* seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), \*\*\*CLEC Acronym TXT\*\*\* must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, \*\*\*CLEC Acronym TXT\*\*\*'s request is consistent with the requirements of the TRRO and that \*\*\*CLEC Acronym TXT\*\*\* is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. \*\*\*CLEC Acronym TXT\*\*\*'s reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to \*\*\*CLEC Acronym TXT\*\*\* by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to \*\*\*CLEC Acronym TXT\*\*\* under a non-disclosure agreement.

3.6.1.2 The back-up data that Verizon provides to \*\*\*CLEC Acronym TXT\*\*\* under a non-disclosure agreement pursuant to Section 3.6.1.1 above may include data regarding the number of Business Lines and fiber-based collocators at non-impaired Wire Centers; provided, however, that Verizon may mask the identity of fiber-based collocators in order to prevent disclosure to \*\*\*CLEC Acronym TXT\*\*\* of other carriers' confidential or proprietary network information. Verizon will provide \*\*\*CLEC Acronym TXT\*\*\* with a translation code in order for \*\*\*CLEC Acronym TXT\*\*\* to identify its fiber-based collocation locations.

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for \*\*\*CLEC Acronym TXT\*\*\* to provide the certification required by this section, \*\*\*CLEC Acronym TXT\*\*\* shall use such method, as updated from time to time, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from \*\*\*CLEC Acronym TXT\*\*\* for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals, and for avoidance of doubt, shall not delay processing the request on the grounds that the request is for a TRRO Certification Element. If Verizon wishes to challenge \*\*\*CLEC Acronym TXT\*\*\*'s right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then \*\*\*CLEC Acronym TXT\*\*\* shall compensate Verizon for the additional charges that would apply if \*\*\*CLEC Acronym TXT\*\*\* had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 3.6.2.2.1 below as to dark fiber) and any other applicable charges. The month-to-month rates shall apply until such time as \*\*\*CLEC Acronym TXT\*\*\* requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

- 3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that \*\*\*CLEC Acronym TXT\*\*\* shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where \*\*\*CLEC Acronym TXT\*\*\*, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.
- 3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a \*\*\*CLEC Acronym TXT\*\*\* order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where \*\*\*CLEC Acronym TXT\*\*\*'s order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has ordered or approved or that has otherwise been confirmed through previous dispute resolution; or (b) to the extent the Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.
- 3.6.3 If Verizon revises or has revised its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date, then Verizon, to the extent it has not already done so, shall notify \*\*\*CLEC Acronym TXT\*\*\* in writing (by electronic mail or other written communication) of such changes ("Wire Center Update Notice") and the following provisions shall apply:
- 3.6.3.1 \*\*\*CLEC Acronym TXT\*\*\*'s embedded base of TRRO Certification Elements that are or become Discontinued Facilities by operation of any such change to the Wire Center List shall be treated as Discontinued Facilities under Section 3.9.2 below effective as of ninety (90) days of the date on which Verizon issues (or issued) the Wire Center Update Notice (the "Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the Wire Center Update Effective Date shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable; provided, however, that if the Wire Center Effective Date is a date earlier than the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, then the applicable TRRO transition rates described in Sections 3.4 and 3.5 above shall apply during the period from the Wire Center Effective Date to March 11, 2006 (or, in the case of Dark Fiber Transport, September 11, 2006).



- 3.6.3.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, \*\*\*CLEC Acronym TXT\*\*\*'s certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center List.
- 3.6.3.3 Subject to Section 3.6.2.3 above, nothing contained in this Section 3.6.3 shall in any way limit any right \*\*\*CLEC Acronym TXT\*\*\* may have to challenge Verizon's revision of its Wire Center Lists, including any change in a Wire Center's designation as Tier 1, Tier 2 and Tier 3.

3.7 Mass Market Switching and Related Elements.

- 3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide \*\*\*CLEC Acronym TXT\*\*\* with access to Mass Market Switching on an unbundled basis.
- 3.7.2 \*\*\*CLEC Acronym TXT\*\*\* shall migrate its embedded end user customer base off of the Mass Market Switching element to an alternative arrangement no later than March 10, 2006.
- 3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to Mass Market Switching on an unbundled basis for \*\*\*CLEC Acronym TXT\*\*\* to serve its embedded end user customer base. The price for Mass Market Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at which \*\*\*CLEC Acronym TXT\*\*\* obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission establishes or has established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. \*\*\*CLEC Acronym TXT\*\*\* may not obtain new Mass Market Switching as an unbundled network element on or after March 11, 2005.
- 3.7.3.1 For purposes of Section 3.7.3 above, serving the \*\*\*CLEC Acronym TXT\*\*\*'s embedded end user customer base means serving \*\*\*CLEC Acronym TXT\*\*\*'s end user customers using a Mass Market Switching arrangement that was in service for that end user customer as of March 11, 2005, and does not include adding new Mass Market Switching arrangements, adding new lines to existing arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject Mass Market Switching arrangement as of March 11, 2005; provided, however, that \*\*\*CLEC Acronym TXT\*\*\* may obtain such additional lines or moves as resale under section 251(c)(4) of the Act (in accordance with the resale provisions of the Agreement) or pursuant to a separate commercial agreement.
- 3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis in accordance with the Federal Unbundling Rules, to the extent that Mass Market Switching is required to be made available pursuant to this Section 3.7, but only in connection with Verizon's provision of such Mass Market Switching.

3.8 Payment of Transition Charges. To the extent \*\*\*CLEC Acronym TXT\*\*\*, by operation of the existing terms of the Agreement and the TRRO, was not already required to pay the transitional rate increases described in Section 3 of this Amendment, and without limiting any such existing terms, the following provisions shall apply:

3.8.1 Prospective Transition Charges. \*\*\*CLEC Acronym TXT\*\*\* shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If \*\*\*CLEC Acronym TXT\*\*\* fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.

3.8.2 Retrospective Transition Charges.

3.8.2.1 Previously-Invoiced Charges. \*\*\*CLEC Acronym TXT\*\*\*, within thirty (30) days after the Amendment Effective Date, shall pay any transitional charges described in section 3 of this Amendment that Verizon already billed to \*\*\*CLEC Acronym TXT\*\*\* in invoices dated prior to the Amendment Effective Date and that \*\*\*CLEC Acronym TXT\*\*\* has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if \*\*\*CLEC Acronym TXT\*\*\* pays (or has paid) within thirty (30) days after the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting \*\*\*CLEC Acronym TXT\*\*\*'s obligation to pay Verizon's invoices described in the foregoing provisions of this section 3.8, Verizon may, but shall not be required to, use a true up to recover from \*\*\*CLEC Acronym TXT\*\*\* any transitional rate increases described in section 3 of this Amendment that \*\*\*CLEC Acronym TXT\*\*\* has incurred but for which Verizon has not already billed \*\*\*CLEC Acronym TXT\*\*\*. Verizon may not charge late payments or penalties if \*\*\*CLEC Acronym TXT\*\*\* pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.8.2.2.1 Any bills issued by Verizon that include either a transition rate charge or a true up charge shall enable \*\*\*CLEC Acronym TXT\*\*\* to determine: (1) the time period for which such transition rate charge or true up charge applies; (2) the applicable transition rate; and (3) the facilities to which the transition rate or true-up amounts apply. Nothing herein shall require Verizon to change its customary billing formats.

3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 If \*\*\*CLEC Acronym TXT\*\*\* wishes to replace \*\*\*CLEC Acronym TXT\*\*\*'s embedded base, if any, of Discontinued Facilities that are subject to the transition periods set forth in this Section 3 with alternative services that may be available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement under a Verizon access tariff, or resale), \*\*\*CLEC Acronym TXT\*\*\* shall have ordered such alternative services to become effective no later than March 10, 2006 (or, in the case of dark fiber, September 10, 2006).

- 3.9.1.1 Re-pricing Pending Actual Conversion or Migration. If \*\*\*CLEC Acronym TXT\*\*\* places or has placed a timely order pursuant to Section 3.9.1, and Verizon has not completed the conversion or migration requested by \*\*\*CLEC Acronym TXT\*\*\* as of the date requested by \*\*\*CLEC Acronym TXT\*\*\* (such requested date being no later than the date required under Section 3.9.1), then Verizon, may re-price the subject Discontinued Facility effective as of that date by application of the rate(s) that apply to the available replacement service requested by \*\*\*CLEC Acronym TXT\*\*\* until such time as Verizon completes the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge to an existing rate(s) so that the existing rate plus the surcharge are equivalent to the subject replacement service.
- 3.9.2 Failure of \*\*CLEC Acronym TXT\*\*\* to Request Disconnection or Replacement Service by the Required Date. If \*\*CLEC Acronym TXT\*\*\* has not requested disconnection of the subject Discontinued Facility and has not submitted a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that section then Verizon, may, in its sole discretion, either: (a) disconnect the subject Discontinued Facility on or at any time after March 11, 2006 (or, in the case of dark fiber, on or at any time after September 11, 2006), provided that Verizon has notified \*\*\*CLEC Acronym TXT\*\*\* in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to \*\*\*CLEC Acronym TXT\*\*\*, convert or migrate the subject Discontinued Facility to an analogous access (month-to-month term), resale, or commercial arrangement that Verizon shall identify in writing to \*\*\*CLEC Acronym TXT\*\*\*, and the rates, terms, and conditions of such arrangement shall apply and be binding upon \*\*\*CLEC Acronym TXT\*\*\* as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006).
- 3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon is unable to complete the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon, may, but shall not be required to, reprice the subject Discontinued Facility, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other analogous arrangement that Verizon identifies under section 3.9.2 above. However, if \*\*\*CLEC Acronym TXT\*\*\* challenges Verizon's designation that certain loop and/or transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.10A Line Conditioning. To the extent the Agreement requires Verizon to provide Line Conditioning, Verizon shall provide such Line Conditioning in a non-discriminatory manner in accordance with 47 C.F.R. § 51.319(a)(1)(iii). Verizon shall perform line conditioning to ensure xDSL delivery at least equal in quality to that which Verizon provides to itself. The line conditioning rates included in existing ICAs need not be amended.

3.11 Commingling and Combinations.

3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 below):

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to the Federal Unbundling Rules or under a Verizon UNE tariff ("Qualifying UNEs"), with any non-section 251(c)(3) wholesale services and facilities obtained from Verizon under a Verizon access tariff or separate non-251 agreement or as Section 251(c)(4) resale under the Agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules (subject to Section 3.11.1.3 below), Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to commingle or combine Qualifying UNEs with Wholesale Services obtained from Verizon. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that if any commingling requested by \*\*\*CLEC Acronym TXT\*\*\* requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's charges previously approved by the Commission for such work shall apply.

3.11.1.2 "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, unless and until such time as the Commission, in Docket

No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of commingled facilities, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with access to any facility that Verizon is not otherwise required to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis under the Amended Agreement, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Facility.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above), or any Verizon tariff:

3.11.2.1 Verizon shall not be obligated to provide:

3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 C.F.R. § 51.318 to do so, and not unless and until \*\*\*CLEC Acronym TXT\*\*\* certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with said service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant

circuit shall be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For High Capacity EEL circuits existing as of the Amendment Effective Date, \*\*\*CLEC Acronym TXT\*\*\*, within 30 days of the Amendment Effective Date, must re-certify in writing using ASRs (or, as applicable, LSRs) that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any such existing circuits not re-certified within 30 days of the Amendment Effective Date shall, effective as of 30 days after the Amendment Effective Date, be treated as noncompliant circuits as described in Section 3.11.2.2 below.

- 3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and \*\*\*CLEC Acronym TXT\*\*\* has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had previously been billed at UNE rates), effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to \*\*\*CLEC Acronym TXT\*\*\*.
- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a circuit for which certification under Section 3.11.2.1 above is required, \*\*\*CLEC Acronym TXT\*\*\* should follow Verizon's ordering guidelines. \*\*\*CLEC Acronym TXT\*\*\* must include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.
- 3.11.2.4
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines, and in a manner that is consistent with the Arbitration Orders. Until such time as the Commission orders or permits a different interval (at which time such different interval shall apply), new rates for converted

circuits shall be effective no later than thirty (30) business days after \*\*\*CLEC Acronym TXT\*\*\* submits its order (i.e. a valid ASR or, as applicable, LSR) that includes the certification set forth in Section 3.11.2.3 above; provided, however, that if \*\*\*CLEC Acronym, during any period of thirty (30) business days, submits requests for conversion of more than 100 circuits, then the Parties shall negotiate an interval that is longer than thirty (30) business days for the number of such circuits that exceed 100. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

- 3.11.2.7 When processing a conversion, Verizon shall be allowed as necessary to physically disconnect, separate, alter, or change the equipment and facilities use to provide the service being converted; provided, however, that to the extent technically feasible, Verizon shall use commercially reasonable efforts to ensure that conversions are as seamless as possible to avoid adversely affecting the service quality perceived by \*\*\*CLEC Acronym TXT\*\*\*'s end-user customer.
- 3.11.2.8 Intentionally Left Blank.
- 3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit \*\*\*CLEC Acronym TXT\*\*\*'s compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with thirty (30) days advance notice of any such audit. Where noncompliance is found, \*\*\*CLEC Acronym TXT\*\*\* must convert all noncompliant circuits to the appropriate service, true up any difference in payments, and make the correct payments on a going forward basis. To the extent the independent auditor's report concludes that \*\*\*CLEC Acronym TXT\*\*\* failed to comply in all material respects with the service eligibility criteria, then (without limiting Verizon's rights under Section 3.11.2.2 above) \*\*\*CLEC Acronym TXT\*\*\* must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that \*\*\*CLEC Acronym TXT\*\*\* complied in all material respects with the service eligibility criteria, then \*\*\*CLEC Acronym TXT\*\*\* shall provide to the independent auditor for its verification a statement of \*\*\*CLEC Acronym TXT\*\*\*'s reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which \*\*\*CLEC Acronym TXT\*\*\* submits such costs to the auditor, reimburse \*\*\*CLEC Acronym TXT\*\*\* for its reasonable and verifiable costs verified by the auditor. \*\*\*CLEC Acronym TXT\*\*\* shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated. In the

event that Verizon or \*\*\*CLEC Acronym TXT\*\*\* disputes any portion of the audit, it may dispute the audit under the dispute resolution procedures contained in the Agreement.

3.12 Routine Network Modifications.

3.12.1 General Conditions. In accordance with, 47 C.F.R. §§ 51.319(a)(7) and (e)(4) and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by \*\*\*CLEC Acronym TXT\*\*\* to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport) where the facility has already been constructed. Verizon shall perform routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any carrier, and shall perform routine network modifications at least equal in quality with the manner in which Verizon performs the same functions for its customers excluding the installation of a new loop. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable \*\*\*CLEC Acronym TXT\*\*\* to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops



and Transport, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.12.3 Nothing contained in this Section 3.12 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the 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 Agreement this Amendment shall govern, provided, however, that the fact that a term or provision 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 4.1.
- 4.2 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.
- 4.3 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.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff 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 either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or otherwise.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other

unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".

- 4.7.2 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.3 Commingling. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or combination of unbundled network elements, to one or more facilities or services that \*\*\*CLEC Acronym TXT\*\*\* has obtained at wholesale from Verizon, or the combining of an unbundled network element, or combination of unbundled network elements, with one or more such facilities or services.] "Commingling" means the act of Commingling.
- 4.7.4 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.5 Dark Fiber Transport. An optical transmission facility within a LATA, that otherwise meets the definition of Dedicated Transport but which Verizon has not activated by attaching multiplexing, aggregation or other electronics.
- 4.7.6 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities, within a LATA, between Verizon Wire Centers or switches (including Verizon switches with line-side functionality that terminate loops and are "reverse collocated" in non-Verizon collocation hotels), or between Verizon Wire Centers or switches and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier. For the avoidance of any doubt, this Section 4.7.6 shall not be construed to require Verizon to provide unbundled access to Entrance Facilities.
- 4.7.7 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis pursuant to the Agreement or a Verizon tariff, but which has ceased to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Facilities as of the Amendment Effective Date are whether as stand-alone facilities or combined or commingled with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching (subject to the transition provisions set forth herein for \*\*\*CLEC Acronym TXT\*\*\*'s embedded end user customer base, if any, as of March 11, 2005); (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire

Center that meets the FCC's non-impairment criteria addressed in Section 3.4 of this Amendment; (g) Dark Fiber Loops (subject to the transition provisions set forth herein for \*\*\*CLEC Acronym TXT\*\*\*'s embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (h) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis under section 3 of this Amendment (subject to the TRRO transition requirements set forth therein); (i) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in section 3.5 of this Amendment (subject to the TRRO transition requirements set forth therein); (j) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis under section 3 of this Amendment; (k) the Feeder portion of a Loop (as a sub-loop element; provided, however, that this definition is not intended to affect any right \*\*\*CLEC Acronym TXT\*\*\* may have to obtain unbundled access to an entire Loop that includes Feeder); (l) Line Sharing, subject to the TRO transition period addressed herein; (m) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with Mass Market Switching for \*\*\*CLEC Acronym TXT\*\*\*'s embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with Mass Market Switching for \*\*\*CLEC Acronym TXT\*\*\*'s embedded end user customer base for such switching, if any, as of March 11, 2005); (o) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with Mass Market Switching for \*\*\*CLEC Acronym TXT\*\*\*'s embedded end user customer base for such switching, if any, as of March 11, 2005); (p) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (q) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (r) Hybrid Loops, subject to Section 3.2 above .

- 4.7.8 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.9 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.10 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.11 DS1 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS1 Loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 4.7.12 DS3 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.
- 4.7.13 Enterprise Switching. Local Circuit Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\* would be used for the purpose of serving \*\*\*CLEC Acronym TXT\*\*\*'s customers using DS1 or above capacity Loops.

- 4.7.14 Entrance Facility. Dedicated Transport (lit or unlit) that does not connect a pair of Verizon Wire Centers.
- 4.7.15 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.16 Federal Unbundling Rules. Any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Use of 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 is not intended to deprive the Commission, the FCC, or a court of competent jurisdiction of the right to use appropriate rules of statutory construction in interpreting the effect of the statutes and rules referenced herein.
- 4.7.17 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an indefeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. Verizon shall comply with Unbundled Network Element Condition No. 2 set forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) for so long as such condition is applicable
- 4.7.18 Four-Line Carve Out Switching. Local Circuit Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\*, would be used for the purpose of serving a \*\*\*CLEC Acronym TXT\*\*\* end user customer served by four or more DS0 Loops in Density Zone 1 in the top 50 MSAs.
- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 House and Riser Cable (or Inside Wire Subloop): A distribution facility in Verizon's network between the minimum point of entry at a multiunit premises

where an end user customer is located and the demarcation point for such facility that is owned or controlled by Verizon.

- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.24 Line Conditioning. As set forth in 47 C.F.R. § 51.319(a)(1)(iii), Line Conditioning is the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service.
- 4.7.25 Line Sharing. The process by which \*\*\*CLEC Acronym TXT\*\*\* provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including House and Riser Cable) owned or controlled by Verizon.
- 4.7.26 Local Circuit Switching. As required by the Arbitration Order and as set forth in 47 C.F.R. §51.319(d)(1), Local Circuit Switching encompasses all line-side and trunk-side facilities, plus the features, functions and capabilities of the local circuit switch. The features, functions, and capabilities of the local circuit switch shall include the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Circuit Switching includes all vertical features that the Local Circuit Switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing function.
- 4.7.27 Mass Market Switching. Local Circuit Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\*, would be used for the purpose of serving end-user customers using DS0 capacity loops. Mass Market Switching does not include Four Line Carve-Out Switching.
- 4.7.28 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.29 Nondiscriminatory Access. As required by the Arbitration Order and as set forth in 47 C.F.R. § 51.311, Nondiscriminatory Access shall mean that: (a) the quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be the same for all telecommunications carriers requesting access to that network element; and (b) to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be at least equal in quality to that which Verizon provides to itself.
- 4.7.30 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more

intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

- 4.7.31 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.32 Sub-Loop for Multiunit Premises Access. Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.33 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.34 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 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.

Docket No. 040156-TP  
Date: February 23, 2006

Attachment A

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

**[CLEC FULL NAME]**

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CLEC PARTIES DISPUTE INCLUSION OF THIS PRICING ATTACHMENT**

**EXHIBIT A<sup>1,2</sup>**

FL NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
ENGINEERING QUERY <sup>3</sup>	TBD
ENGINEERING WORK ORDER <sup>4</sup>	TBD
EXPEDITE ENGINEERING QUERY <sup>3,5</sup>	TBD
EXPEDITE ENGINEERING WORK ORDER <sup>4,5</sup>	TBD
REMOVAL OF LOAD COILS - Initial - > 18K ft.	\$ 249.91 <sup>*</sup>
REMOVAL OF LOAD COILS- Additional - > 18K ft.	\$ 249.91 <sup>*</sup>
REMOVAL OF BRIDGED TAPS - Initial - > 18K ft.	\$ 318.71 <sup>*</sup>
REMOVAL OF BRIDGED TAPS- Additional - > 18K ft.	\$ N/A <sup>*</sup>
REMOVAL OF BRIDGED TAP & LOAD COILS- Initial - > 18K ft.	\$ 568.62 <sup>*</sup>
REMOVAL OF BRIDGED TAPS & LOAD COILS - Additional - > 18K ft.	\$ 249.91 <sup>*</sup>
CLEAR DEFECTIVE PAIR	TBD
REASSIGNMENT OF NON-WORKING CABLE PAIR	TBD
BINDER GROUP REARRANGEMENT	TBD
REPEATER – INSTALLATION	TBD
APPARATUS CASE – INSTALLATION	TBD
RANGE EXTENDERS - DS-0 Installation	TBD
RANGE EXTENDERS - DS-1 Installation	TBD
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	TBD
SERVING TERMINAL - INSTALLATION / UPGRADE	TBD
ACTIVATE DEAD COPPER PAIR	TBD
MULTIPLEXER - 1/0 – INSTALLATION	TBD
MULTIPLEXER - 1/0 – RECONFIGURATION	TBD
MULTIPLEXER - 3/1 – INSTALLATION	TBD
MULTIPLEXER - 3/1 – RECONFIGURATION	TBD
MULTIPLEXER - OTHER - INSTALLATION	TBD
MOVE DROP	TBD
CROSS-CONNECTION - EXISTING FIBER FACILITY	TBD
LINE CARD – INSTALLATION	TBD
COPPER REARRANGEMENT	TBD
CENTRAL OFFICE TERMINAL – INSTALLATION	TBD

<sup>1</sup> This Exhibit may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Amended Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

<sup>2</sup> Charges not specifically listed in this Exhibit A shall apply as provided for in Section 1 of this Pricing Attachment.

<sup>3</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>4</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>5</sup> Expedite Charges apply in addition to other listed rates.

<sup>\*</sup> Commission-approved rates per Order No. PSC-02-1574-FOF-TP, Docket 990649B-TP, (Dec. 8, 2004).



FL NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
<b>IDLC ONLY CONDITION</b>	<b>TBD</b>
<b>OTHER REQUIRED MODIFICATIONS</b>	<b>TBD</b>
<b>OTHER</b>	
Commingled Arrangements – per circuit NRC	TBD
<b>CONVERSION CHARGES</b>	
DS0 Changeover (As Is) – Ordering – 100% Manual	\$ 59.33*
DS0 Changeover (As Is) – Ordering – Semi-Mech	\$ 96.48*
DS0 – Changeover (As Is) – Additional Ordering MOG (Mass Order Generator) – 100% Manual	\$ 2.20*
DS0 – Changeover (As Is) – Additional Ordering MOG – Semi-Mech	\$ 3.87*
DS0 Changeover (As Is) – Service Connection	\$ 24.98*
DS1/DS3 Changeover (As Is) – Ordering – 100% Manual	\$ 69.83*
DS1/DS3 Changeover (As Is) – Ordering – Semi-Mech	\$ 106.97*
DS1/DS3 Changeover (As Is) – Additional Ordering (MOG) Only– 100% Manual	\$ 2.20*
DS1/DS3 Changeover (As Is) – Additional Ordering (MOG) Only– Semi-Mech	\$ 3.87*
DS1/DS3 Changeover (As Is) – Service Connection	\$ 24.98*
Circuit Retag - per circuit	TBD
<b>DARK FIBER</b>	
Dark Fiber Routine Network Modifications	TBD