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I-1.A	***Mandatory End Office POIs*** *Can Verizon force AT&T to establish a Point of Interconnection at a particular end office, when AT&T traffic to that end office reaches a certain threshold traffic level?*	*See AT&T Contract Language for Issue I-1.* Verizon proposed section 4.2.8 should not be adopted. ~~*4.2.8 In the event the traffic volume between a receiving Party's End Office and the originating Party's POI, which is carried by a Tandem-routed Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month the originating Party shall promptly establish new End Office one-way Traffic Exchange Trunk groups between the receiving Party's End Office and the originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by handing off traffic to an AT&T IP.*~~	*See* Verizon VA's proposed contract language to AT&T in support of Issue I-4.
I-2	**Can Verizon require WorldCom to receive Verizon traffic at a Verizon end office and then require WorldCom to transport that traffic back to the WorldCom network free of charge?**	**WorldCom proposes to exclude from the agreement Verizon's proposed Interconnection Attachment, Section 7.**	**7.1.1.2 In the case of MCIm as the receiving Party, Verizon may request, and MCIm will then establish, geographically-relevant IPs by establishing an MCIm-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (MCIm) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable MCIm-IP in such case. MCIm shall identify its IPs in writing pursuant to Section 4.4. If MCIm fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then MCIm shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for**

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			unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP (for traffic to the relevant NPA-NXX). 7.1.1.3 At any time that MCIm establishes a Collocation site at a Verizon End Office, then either Party may request that such MCIm Collocation site be established as the MCIm-IP for traffic originated by Verizon Customers served by that End Office. 7.1.1.3.1 In the case of Verizon making such request to MCIm, MCIm's obligation to establish an IP at an MCIm Collocation site at a Verizon End Office shall be limited to no more than one (1) such MCIm Collocation site within a given local calling area or non optional extended local calling scope arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another MCIm-IP, then upon Verizon's request for a geographically relevant MCIm-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If MCIm should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant MCIm-IPs or to an End Office Collocation site MCIm-IP within sixty (60) days following Verizon's request, MCIm shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP. 7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such MCIm-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then MCIm shall permit Verizon to establish physical Interconnection at the MCIm-IP, to the extent such physical Interconnection is technically feasible.

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	Verizon may not require that Cox eliminate its mileage-sensitive rate element as a component of its entrance facilities rate.	[Cox proposes to delete Verizon's proposed paragraph 4.2.4.] [Cox proposes to delete Verizon's language at the following subsection. This language has never been formally or informally proposed to or discussed with Cox. Cox does not accept this language and has had no opportunity in this proceeding to respond to it: 4.5.3.] - - - - - - - - - - - [The following language has been agreed to by Cox and Verizon: **4.4 Alternative Interconnection Arrangements** 4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of its traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.]	**4.3.8** In recognition of the large number and variety of Verizon-IPs available for use by Cox, Cox's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of Cox-IPs available to Verizon to select from for similar purposes, Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in any given LATA. **4.5.3** Consistent with Section 4.2.2 above, Verizon may request and Cox shall provide additional IPs in that LATA. Verizon shall designate its local Tandems and End Offices as its IPs in that LATA. Cox shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon-IP to a Cox-IP in that LATA.
I-3	*Reciprocal Collocation Does AT&T have an obligation to provide Verizon with collocation pursuant to Section 251(c)(6) of the*	*See AT&T Contract Language for Issue I-1, in particular Part B, Interconnection Architecture, Section 2, Verizon Methods.* Verizon proposed section 13.5 should not be adopted.	*4.2.2.3 Via equipment Verizon places at the AT&T premises in accordance with rates, terms and conditions which the Parties shall negotiate at Verizon's request; and/or* *4.2.2.4 Upon mutual agreement of the Parties, via equipment placed by a third*

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	Telecommunications Act of 1996?	~~*13.5 AT&T agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.*~~	*party at the AT&T-IP under separate terms and conditions between AT&T and such third party with whom Verizon has contracted for such purposes; and/or* *13.5 AT&T agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.*
	Can Verizon compel WorldCom, or any CLEC, to provide collocation to Verizon at WorldCom facilities?	**WorldCom proposes exclusion from the agreement of Verizon's proposed language.**	**2.1.3 Verizon may specify any of the following methods for interconnection with MCIm:** **2.1.3.1 interconnection at a Collocation node that MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or** **2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by MCIm; and/or** **2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the MCIm-IP ; and/or** **2.1.3.4 a Collocation node established separately at the MCIm-IP by a third party with whom Verizon has contracted for such purposes;**
	47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.223(a) do not permit VZ-VA to compel Cox to furnish VZ-VA collocation at Cox facilities in the same manner that VZ-VA, as an ILEC, is compelled to furnish collocation to Cox at VZ-VA facilities.	4.3.4 Verizon shall have the sole right and discretion to specify the following method for Interconnection at any of the Cox-IPs: (a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP. 4.3.5 Verizon may order from Cox any Interconnection method specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.	**4.3.4** Verizon shall have the sole right and discretion to specify any of the following method for Interconnection at any of the Cox-IPs: (a) an Entrance Facility leased from Cox (and any necessary multiplexing), to the Cox-IP. (b) a physical, virtual or other alternative Collocation node Verizon establishes at the Cox-IP; and/or (c) a physical, virtual or other alternative Collocation node established

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		[Cox proposes to delete Verizon's proposed paragraph 13.10.] ---------- [The following language has been agreed to by Cox and Verizon: **4.4 Alternative Interconnection Arrangements** 4.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 4.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of its traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.]	separately at the Cox-IP by a third party with whom Verizon has contracted for such purposes; and/or **4.3.5** Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a Cox-IP pursuant to Section 13 **13.10** Cox agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.
I-4	*Can Verizon force AT&T to establish a point of interconnection at a particular end office, when AT&T traffic to that end office reaches a certain threshold traffic level?* **Should the ICA contain**	Verizon proposed section 4.2.8 should not be adopted. ~~*4.2.8 In the event the traffic volume between a receiving Party's End Office and the originating Party's POI, which is carried by a Tandem-routed Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month the originating Party shall promptly establish new End Office one-way Traffic Exchange Trunk groups between the receiving Party's End Office and the originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by handing off traffic to a AT&T-IP.*~~ **2.4.1 Tandem Exhaust - If a tandem through which the Parties are**	*4.2.8 In the event the traffic volume between a receiving Party's End Office and the originating Party's POI, which is carried by a Tandem-routed Tandem Traffic Exchange Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month the originating Party shall promptly establish new End Office one-way Traffic Exchange Trunk groups between the receiving Party's End Office and the originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by handing off traffic to a AT&T-IP.*

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	provisions specifying that MCIm may choose to establish trunking to any given End Office when there is sufficient traffic to route calls directly to such End Office and that the charge for such trunks, if they are not shared, shall be the transport charges for dedicated transport and that for shared trunks the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility?	**interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until Verizon has alleviated the tandem capacity shortage. Verizon shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time.** **2.4.1.1 If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and Verizon Customers.** **2.4.2 Traffic volume – Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIm switching center and a Verizon end office where the traffic exceeds 200,000 minutes of use per month. When the traffic between an MCIm switching center and a Verizon end office exceeds 170,000 minutes of use per month, either Party may notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The Parties will install additional capacity between the MCIm switching center and the Verizon end office when overflow traffic between the MCIm switching center and Verizon access tandem exceeds, or is forecast to exceed, 200,000 minutes of use per month.** **2.4.3 Mutual Agreement – The Parties may install direct end office trunking upon mutual agreement in the absence of conditions of 2.4.1 or 2.4.2 above and agreement will not unreasonably be withheld.**	**2.2.4 In the event the MCIm originating and/or terminating traffic volume between a Verizon End Office and a Verizon Tandem, which is carried by a common transport Local Interconnection Trunk group, exceeds 200,000 combined minutes of use per month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly issue an ASR for a One-Way direct high-usage Local Interconnection Trunk group between the Verizon End Office and the originating Party's POI; or, (b) if Two-Way Local Interconnection Trunks are used, then MCIm shall promptly submit an ASR to Verizon to establish the Two-Way direct high-usage Local Interconnection Trunk group between that Verizon End Office and the POI and, in either case, the Party not issuing the ASR will comply with the establishment of the direct high-usage Interconnection Trunk group.** **2.2.5 One-Way and Two-Way Local Interconnection Trunk groups between the MCIm POI and a Verizon Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any One-Way or Two-Way Local Interconnection Trunk group exceeds the 240 trunk level at any time, MCIm shall promptly submit an ASR to Verizon to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Local Interconnection Trunk group does not exceed the 240 trunk level.**
	Section 251(c)(2) of the Act does not permit Verizon to dictate the volume of traffic on	5.2.4 In the event the one-way Tandem-routed traffic volume between any two Cox and Verizon Central Office Switches at any time exceeds the CCS busy hour equivalent of three DS-1s for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months, the originating Party will establish new	5.2.4 In the event the traffic volume between a Verizon End Office and the Cox POI, which is carried by a Final Tandem Local Interconnection Trunk group,

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	a trunk group used by Cox to send traffic to a Verizon tandem switch for termination to a Verizon end office.	one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service parameters set forth in Section 5.5.	exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month, the originating Party shall promptly establish new End Office One-Way Local Interconnection Trunk groups between the Verizon End Office and the POI.
I-7	Verizon may not require that Cox engineer and/or forecast Verizon's trunk groups.	10.3.1 The Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts will include: (a) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and (b) the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195. 10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Cox shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. 10.3.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another. 10.3.4 At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group	10.3 Trunk Administration and Forecasting 10.3.1 Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to Verizon; and Verizon will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Verizon to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to Verizon. Verizon will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Verizon to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new Information Services Provider), Cox will contact Verizon to plan and implement (if necessary) new trunk groups and trunk group additions. **10.3.2** Trunk Forecasts. Within ninety (90) days of the Effective Date, Cox shall provide Verizon a two (2) year traffic forecast of all Traffic Exchange Trunk groups over the next eight (8) quarters in accordance with the Verizon CLEC Interconnection Trunking Forecast Guide. Because the Customer segments and service segments within Customer segments to whom Cox markets its services are the most significant factors affecting the number of trunks needed to handle traffic volume in both directions, the Cox trunk forecast will include trunk groups carrying traffic from Cox to Verizon, and trunk groups carrying traffic from Verizon to Cox. Cox's forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. Cox's forecast shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic, Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Cox-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative). Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

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		existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment. 10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that either Party reasonably believes would have a materially adverse effect on either Party's provision of services.	
III-1	*Tandem Transit Service Does Verizon have an obligation to provide transit service to AT&T for the exchange of local traffic with other carriers, regardless of the level of traffic exchanged between AT&T and the other carriers?*	*7.2 Tandem Transit Traffic Service ("Transit Service")* ***7.2.1*** *Transit Service provides AT&T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.* ***7.2.2*** *Transit Traffic may be routed over the Traffic Exchange Trunks described in Schedule 4 and Sections 4 and 5. AT&T shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.* *7.2.3 Consistent with this section 7, AT&T shall exercise commercially reasonable efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits Verizon's Tandem Office* [delete proposed Verizon language: ~~*(originated by AT&T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.*~~ *]*	*7.2 Tandem Transit Traffic Service ("Transit Service")* ***7.2.1*** *Transit Service provides AT&T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.* ***7.2.2*** *Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. AT&T shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.* ***7.2.3*** *AT&T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by AT&T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.* ***7.2.4*** *Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of one (1) DS-1 and/or 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to provide Tandem Transit Service to AT&T (for the carrier in respect of* ~~*which the Threshold Level has been reached) for a period equal to sixty (60) days*~~

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			which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate that portion of Tandem Transit Traffic Service to AT&T for which Tandem Transit Traffic volumes exceed the Threshold Level with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. *7.2.5 [Intentionally Deleted]* *7.2.6 AT&T shall pay Verizon for Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.* *7.2.7 If or when a third party carrier's Central Office subtends an AT&T Central Office, then AT&T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&T Central Office ("Reciprocal Transit Service"). AT&T shall offer such Reciprocal Transit Service*

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			arrangements under terms and conditions no less favorable than those provided in this Section 7.2. *7.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.* *5.7.5.5 Reciprocal Compensation shall not apply to Tandem Transit Traffic.*
	Should Verizon be required to provide transit service at TELRIC-based rates?	**Attachment IV, Section 10 et seq.** **10. Third Party Transit Traffic** **10.1 IntraLATA traffic from third party LECs, CLECs, or CMRS providers will be routed over Local Interconnection Trunk Groups.** **10.2 Verizon shall terminate all traffic destined to its network from third party LECs, CLECs, or CMRS providers in the LATA delivered to Verizon's network by MCIm.** **10.3 Verizon shall pass all traffic delivered from MCIm destined to third party LECs, CLECs, or CMRS providers in the LATA.** **10.4 Verizon shall pass all traffic delivered from third party LECs, CLECs, or CMRS providers in the LATA destined to MCIm's network or LECs, CLECs, or CMRS providers subtending MCIm's Switch.** **10.5 Tandem Transit Switching Rate. When either Party uses the other Party's network to pass a local call to a third party LEC, CLEC, or CMRS provider, it shall pay a Tandem Transit Switching Rate equal to the tandem switching rate element set forth in Attachment I.**	**11. Tandem Transit Traffic** **11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on MCIm's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which MCIm delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.** **11.2 Tandem Transit Traffic Service provides MCIm with the transport of Tandem Transit Traffic as provided below.** **11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. MCIm shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.** **11.4 MCIm shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual**

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		10.6 Transit Signaling. MCIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIm's signaling network to another CLEC's signaling network via Verizon's signaling network for the purpose of exchanging call processing/network information between MCIm and the other CLEC's network, whether or not Verizon has a trunk to the terminating switch, provided that, where Verizon does not have such a trunk, MCIm furnishes Verizon with: **10.6.1 the destination point codes (DPCs) of all the CLEC switches to which it wishes to send transit signaling;** **10.6.2 the identity of the STPs in Verizon's network in which each DPC will be translated; and** **10.6.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.**	**Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If the MCIm traffic exchanged with such CLEC, ILEC, CMRS or other LEC exceeds 200,000 minutes of use per month then Verizon may, at its sole discretion, upon thirty (30) days written notice to MCIm, terminate that portion of Tandem Transit Service to MCIm for which Tandem Transit Service traffic exceeds such 200,000 minutes of use level with respect to the particular carrier.** **11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC , CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.** **11.6 [Intentionally left blank].** **11.7 If or when a third party carrier's Central Office subtends a MCIm Central Office, then MCIm shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to MCIm as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC , CMRS carrier, or other LEC, that subtends a MCIm Central Office ("Reciprocal Tandem Transit Service"). MCIm shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11.** **11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.**
III-2	*Should transit services be priced at TELRIC, regardless of the level of traffic exchanged between AT&T and other carriers?*	*Any rate for transit services in Exhibit A should be calculated at TELRIC.* *Verizon's proposed sections 7.2.4 and 7.2.5 should not be adopted.* ~~7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic~~	*7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of one (1) DS-1 and/or 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to provide Tandem Transit Service to AT&T (for the carrier in respect of*

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		~~exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to provide Tandem Transit Service to AT&T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&T with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier, and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.~~ ~~7.2.5 Except as otherwise provided in Section 7.2.4 hereof, if AT&T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, AT&T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&T has not entered into such an arrangement.~~	*which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate that portion of Tandem Transit Traffic Service to AT&T for which Tandem Transit Traffic volumes exceed the Threshold Level with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.* *7.2.5 [Intentionally Deleted].* *7.2.6 AT&T shall pay Verizon for Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.* *From Exhibit A:* *IV. Tandem Transit arrangements for Local Traffic between AT&T and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)*

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			Recurring / *Non-Recurring* *Tandem Switching* *$.000548/MOU* *N/A* *Tandem-Switched Transport* *$.000114/MOU* *N/A* *Transit Service Trunking Charge* *The Transit Service Trunking Charge shall equal, with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level, the product of: (i) the monthly rate for the Dedicated Tandem Trunk Port, per interstate (Verizon FCC No. 1, Section 6.9.1) access tariff, multiplied by (ii) 24. The Transit Service Trunking Charge shall apply per DS1 level volume of calls, and per any fractional amount thereof rounded to the next highest DS1.* *Transit Service Billing Fee* *The Transit Service Billing Fee will equal 5% of the monthly service charges incurred by AT&T with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level.*
	Should Verizon be required to provide transit service at TELRIC-based rates?	**10.5 Tandem Transit Switching Rate. When either Party uses the other Party's network to pass a local call to a third party LEC, CLEC, or CMRS provider, it shall pay a Tandem Transit Switching Rate equal to the tandem switching rate element set forth in Attachment I.**	**11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC , CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.** ***See also* Verizon VA's contract proposals in support of Issue III-1.**
III-3	*Meet Point Interconnection Should the selection of a fiber meet point method of interconnection (jointly*	*AT&T's Schedule 4., including in particular, Part B, sections 1.6 & 2.6, should be adopted:*	*4.3 Mid-Span Fiber Meets* *4.3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span*

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	engineered and operated as a SONET ring) be at AT&T's discretion or be subject to the mutual agreement of the parties?	*1.6 Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.* *1.6.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.* *1.6.2 If AT&T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120)*	*mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement in accordance with the terms of this Section 4.3 which may include a SONET backbone with either an electrical interface at the DS-3 level or an optical interface at the OC-n level in accordance with the terms of this Section. To the extent the Parties mutually agree to establish a Mid-Span Fiber Meet arrangement that utilizes a SONET backbone with an optical interface, the Fiber Distribution Frame at the AT&T location shall be designated as the POI for both Parties.* *4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.*

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		required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport. *1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.* *1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet*	

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		questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered. *1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.* * * * * * *2.6 Mid-Span Fiber Meet – interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.* *2.6.1 The Parties will work cooperatively in the selection of compatible transmission equipment.* *2.6.2 Unless the Party's otherwise mutually agree, the SONET data control channel will be disabled.*	
	Does WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and	**Attachment IV, Section 1.1.2 and Section 1.1.5 et seq.:** **1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA**	**3. Alternative Interconnection Arrangements** **3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this**

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	operated as a SONET Transmission System (SONET ring)?	one or more locations in each LATA in which MCIm originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon. 1.1.5 Fiber Meet 1.1.5.1 Fiber Meet is the preferred network Interconnection method of the Parties. Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as a single SONET transmission system for the transmission and routing of Telephone Exchange Service and Exchange Access. 1.1.5.2 The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for the Interconnection specifications will be defined in joint engineering planning sessions between the Parties. MCIm shall document the specifications as they are developed and distribute them to Verizon. The Parties will use good faith efforts to develop and agree on these specifications within 30 days after the determination by the Parties that the specifications will be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them. If the Parties cannot agree on the specifications, the Parties shall implement MCIm's specifications, unless Verizon can prove that such specifications are not Technically Feasible, in which case the Parties shall implement any other Technically Feasible specifications selected by MCIm. Specifications are presumed to be Technically Feasible if Verizon or any other ILEC has previously implemented the same specifications. 1.1.5.2.1 Unless otherwise specified by MCIm, the minimum data rate hand off of the SONET transmission system must be at OC-48 or higher. Unless otherwise requested by MCIm, the Parties shall turn the Data Communication Channel (DCC) of the SONET signal containing alarm, surveillance, and performance information to off.	an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the MCIm location shall be designated as the POI for both Parties. 3.1.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement. 3.1.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic. 3.2 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may also agree to establish a Midspan Fiber Meet arrangement. If the Parties so agree, they will jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The establishment of any Midspan Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Midspan Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-

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		1.1.5.2.2 Verizon shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal (FOT) equipment in each Verizon Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV. 1.1.5.2.3 MCIm shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCIm Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV. 1.1.5.2.4 MCIm shall designate a manhole or other suitable entry way located outside Verizon's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable MCIm to deliver, fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistant (OFR) cable to reach the FOT equipment in Verizon's Wire Center. MCIm shall deliver and maintain such strands wholly at its own expense. Verizon shall take the fiber from the manhole and terminate it inside Verizon's Wire Center in the FOT equipment at Verizon's expense. 1.1.5.2.5 MCIm shall designate a manhole or other suitable entry way outside MCIm's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable Verizon to deliver, fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment in MCIm's Wire Center. Verizon shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense. 1.1.5.2.6 Alternatively, MCIm may designate a common facility hand off point between the Parties' networks. Both Parties shall deliver their fiber optic facilities into that common facility hand off point, providing sufficient spare length of OFR cable to enable a SEICOR closure. Each Party shall be responsible for the delivery and maintenance of facilities on its side of the common facility hand off point at its own expense.	hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered. 3.2.1 Should the Parties reach agreement on all the issues necessary to establish a Midspan Fiber Meet set forth in Section 3.2, the following conditions shall apply to the Parties' Midspan Fiber Meet arrangement: 3.2.1.1 Verizon shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Verizon Interconnection Wire Center ("VIWC"); 3.2.1.2 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center"); 3.2.1.3 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, Verizon shall allow MCIm access to the Midspan Fiber Meet entry point for maintenance purposes as promptly as possible; 3.2.1.4 The Parties shall coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system; 3.2.1.5 Each Party will be responsible for (i) providing its own transport facilities to the Midspan Fiber Meet, and (ii) the cost to build-out its facilities to such Midspan Fiber Meet.

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		1.1.5.2.7 Each Party shall use its best efforts and cooperate with the other to ensure that fiber received from the other Party will enter the Party's Wire Center through a facility hand off point separate from that which the Party's own fiber exited. Each Party shall research the fiber routes to ensure diversity and report to the other Party in writing the location and distance of fiber running in close proximity. **1.1.5.2.8 Subject to the security requirements specified in this Agreement, each Party shall allow the other access to the Fiber Meet entry points for maintenance purposes upon oral request.**	
III-3-a	*Should Mid-Span Fiber Meet facilities be established within 120 days from the initial mid-span implementation meeting?*	*AT&T's Schedule 4., including, in particular, section 1.6.4 should be adopted:* *1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated*	*4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.*

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		by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.	
III-4	*Forecasting - Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection?*	*AT&T's Proposed Contract Section 10.3 should be adopted:* *10.3.1Forecasting Requirements for Trunk Provisioning AT&T shall provide VZ a two (2) year traffic forecast of outbound trunks. The forecast shall be updated and provided to VZ on an as-needed basis, but no less frequently than semiannually. All forecasts shall comply with the VZ CLEC Interconnection Trunking Forecast Guide and shall include, where applicable, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for AT&T-POI's and VZ-POI's), interface type (e.g., DS1), and trunks in service(if applicable) and trunks required each year (cumulative).* *10.3.3 If the volume of local and intraLATA toll traffic exchanged between the Parties is out of balance (which, for the purposes of this Section 10.3 shall be defined as the volume of such traffic originating on one Party's network being greater than three times the volume of such traffic originated on the other Party's network), then the Party originating the lesser volume of local and intraLATA toll traffic shall provide the other Party a trunk forecast in accordance with this Section 10.3 for local and intraLATA toll traffic in both directions (i.e., ingress and egress). If the volume of local and intraLATA toll traffic exchanged between the parties is in balance (i.e., the volume of such traffic originating on one Party's network is no greater than three times the volume of such traffic originated on the other Party's network), then each Party shall provide the other Party a trunk forecast in accordance with this Section 10.3 for local and intraLATA toll traffic originating on its network (i.e., egress only).*	*10.3 Forecasting Requirements for Trunk Provisioning* ***10.3.1*** *AT&T shall provide Verizon a two (2) year traffic forecast of inbound and outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLLI codes for AT&T-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service(cumulative).* ***10.3.2*** *<u>Initial Forecasts/Trunking Requirements</u>* ***10.3.2.1*** *For those LATAs where the Parties have not provisioned Traffic Exchange Trunks, Verizon will generally utilize AT&T's trunk forecasts for both inbound and outbound traffic to assist it in determining the timing and sizing of the Verizon Traffic Exchange Trunks used to terminate traffic to AT&T, provided, that AT&T's forecast is based on reasonable engineering criteria.*

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		Verizon's proposed section 10.3.2.2 should not be adopted: ~~10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.~~ *Part of Issue III-4 (Issue III-4a re penalties for inaccurate forecasts and VII-2 re demand management forecasts) has been resolved by AT&T and Verizon.*	
	Should the Interconnection Agreement include detailed provisions addressing network servicing responsibilities, including the development and exchange of joint non-binding forecasting responsibilities; Verizon's financial responsibility to provision trunks within the stated interval; the grade of service (blocking standard) to be maintained; trunk ordering procedures and trunk provisioning intervals; procedures for planning and provisioning of major projects; and testing of trunks prior to turn up?	**The Parties shall meet at least twice per year to discuss traffic forecasts. To the extent possible, the meetings shall be coordinated to fit within each Party's respective capital budget cycle. At each forecast meeting, MCIm shall provide forecasts for one-way and two-way traffic. MCIm's forecasts for Verizon-originated traffic shall be based on DIXC data provided by Verizon to MCIm for both one-way and two-way trunks.** **If, prior to the next regularly scheduled forecast meeting, the Parties discover that a forecast was in error by 50% or more, the Parties shall meet as soon as practicable to revise the forecasts.** **If a forecast is agreed to by Verizon, the Parties will monitor trunk usage after 60 days from the implementation of the trunks pursuant to the forecast. If trunk utilization is 80% or more, then trunks will be added. If trunk utilization is 60% or less, then trunks will be removed to bring the utilization over 60%.** **If a forecast is not agreed to by Verizon, the Parties will wait 90 days after implementation of the trunks pursuant to the forecast, in order to allow usage levels forecasted by MCIm to be achieved. After this 90-day period, the trunk usage shall be adjusted as described above.**	**2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.** **2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.** **2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise,**

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		usage shall be adjusted as described above. Grades of service for trunks shall be as described in this Agreement. Unless otherwise specified in this Agreement, orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Access Service Request ("ASR") from MCIm to Verizon, using OBF standards. At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and MCIm work groups, including but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in a new area, NXX code moves, re-homes, facility grooming, or network rearrangements. Major projects will be provisioned within a reasonable time. MCIm and Verizon agree to exchange escalation lists which reflect contact personnel, including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and Verizon agree to exchange an up-to-date list promptly following changes in personnel or information. The Parties shall cooperate with each other to test all trunks prior to turn up. Trunk Forecasting Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities or equipment become available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. The forecasts shall include: Yearly forecasted trunk quantities to each of Verizon's End Offices and access Tandem Office(s) affected by the exchange of traffic (which include measurements that reflect actual Tandem and End Office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for no more than two years (current plus one year) by traffic type (local/toll, operator services, 911, etc.), Access Carrier	MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment. 2.4.9 The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months. 2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. 13.1 Joint Network Implementation and Grooming Process. Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia. 13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.005 as appropriate. 13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; 13.1.3 disaster recovery provision escalations;

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		Terminal Location (ACTL), interface type (e.g., DS1), and trunks in service each year (cumulative); The use of A location/Z location Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.	13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and 13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate. 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, MCIm shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic, Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIm-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative). 13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIm decides to market its services, Verizon will be largely dependent on MCIm to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to MCIm as MCIm provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when MCIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCIm suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIm's previous forecasts have proven to be reliable and accurate. 13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIm's

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			suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. **13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCIm suggests or requests Verizon to establish. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. At any time during the relevant ninety (90) day period, MCIm may request that Verizon disconnect trunks to meet a revised forecast.**
III-4-a	Should Verizon be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated?	*RESOLVED*	*RESOLVED*
III-4-b	Should Verizon have the unilateral ability to terminate trunk groups to AT&T if Verizon determines that the trunks groups are underutilized?	*AT&T's Proposed Contract Section 10.3.2 (or 10.3.2.1 in Verizon version) should be adopted.* For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic and unless AT&T expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the same number of trunks to terminate Local Traffic to AT&T as AT&T provides to terminate Local Traffic to Verizon, provided that AT&T's forecast is based on reasonable engineering criteria. Verizon's proposed section 10.3.2.2 should not be adopted: ~~10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.~~	***10.3.2.2*** *If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.* ***10.2.1*** *<u>Trunk Provisioning</u>* ***10.2.1.1*** *Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating Traffic Exchange Trunks it provisions for terminating Reciprocal Compensation Traffic to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks. Additional required trunking capacity shall be provisioned with direct end office high usage trunk groups. Either Party may, at its discretion, add or disconnect trunks in a trunk group that are under its control as long as engineering*