

V-16	<p>Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to require AT&T to provide transit services to Verizon.</p> <p>section 7.2.7</p> <p><u>AT&T may, in its sole discretion, offer Transit Traffic Services to Verizon or other third parties that originate or terminate Transit Traffic.</u></p>	<p>Specific contract terms and conditions on this subject are unnecessary and inappropriate as Verizon has no authority to require AT&T to provide transit services to Verizon.</p> <p>section 7.2.7</p> <p><u>AT&T's proposed contract Section 7.2.7 should be adopted:</u></p> <p><i>AT&T may, in its sole discretion, offer Transit Traffic Services to Verizon or other third parties that originate or terminate Transit Traffic.</i></p> <p><u>Compensation arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by Verizon</u></p> <p><u>Verizon's proposed contract Section 7.2.7 should not be adopted:</u></p> <p><u>When a third party carrier's Central Office subtends an A&E Central Office, then A&E shall offer to Verizon a service arrangement equivalent in the same Transit Service provided by Verizon to A&E as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, LLC, or other carrier, or other CLEC, that subtends an A&E Central Office ("Reciprocal Transit Service"). A&E shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.</u></p>
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**Exhibit A-2
WorldCom JDPL Comparison**

I-6	I-6	<u>Issue I-6</u>
	<p>Attachment I, Section 4.2.1.2:</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission.</p>	<p>Attachment I, Section 4.2.1.2:</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. <u>Local Traffic includes most traffic directed to information service providers, but does not include traffic to Internet Service Providers.</u></p>
IV-35	<p>Attachment I, Sections 4.2 through 4.2.1.4.2.1.</p> <p>4.2 Compensation for the Termination of Local Traffic</p> <p>4.2.1 Reciprocal Compensation for Local Traffic</p> <p>4.2.1.1 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes traffic directed to information service providers.</p> <p>4.2.1.3 Rates for transport and termination of Local Traffic must be symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCI charges Verizon for the transport and termination of Local Traffic equals the rates Verizon charges MCI for the same services.</p>	<p>Attachment I, Sections 4.2 through 4.2.1.4.2.1.</p> <p>4.2 Compensation for the Termination of Local Traffic</p> <p>4.2.1 Reciprocal Compensation for Local Traffic</p> <p>4.2.1.1 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes <u>most</u> traffic directed to information service providers, <u>but does not include traffic to Internet Service Providers.</u></p> <p>4.2.1.3 Rates for transport and termination of Local Traffic must be</p>

	<p>Traffic equals the rates Verizon charges MCI for the same services.</p> <p>4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.</p> <p>4.2.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.</p> <p>4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.</p> <p>4.2.1.4.1.2 Where MCI's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCI shall also charge Verizon for tandem switching in accordance with this Section.</p> <p>4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCI.</p> <p>4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.</p>	<p>symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCI charges Verizon for the transport and termination of Local Traffic equals the rates Verizon charges MCI for the same services.</p> <p>4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.</p> <p>4.2.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.</p> <p>4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.</p> <p>4.2.1.4.1.2 Where MCI's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCI shall also charge Verizon for tandem switching in accordance with this Section.</p> <p>4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCI.</p> <p>4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.</p>
IV-37	<p>4.9 Compensation for the Termination of Meet Point Traffic</p> <p>4.9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents.)</p> <p>4.9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.</p>	<p>4.9 Compensation for the Termination of Meet Point Traffic</p> <p>4.9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents.) <u>and as otherwise agreed to by the Parties and modified herein or, as appropriate, filed in the Parties applicable tariffs.</u></p> <p>4.9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.</p>

4.9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCI is the Initial Billing Company (“IBC”) and Verizon is the Subsequent Billing Company (“SBC”). The actual rate values for each element shall be the rates contained in each Party’s respective Switched Access tariff.

4.9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.

4.9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface (“EMI”) format, on cartridge or via a mutually acceptable electronic file transfer method, at no charge.

4.9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)

4.9.7 The Parties agree to coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

4.9.8 (Errors may be discovered by MCI, the IXC, or Verizon.) Each Party agrees to provide the other Party with notification of any discovered errors within two business days after discovery.

4.9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements; will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCI is the Initial Billing Company (“IBC”) and Verizon is the Subsequent Billing Company (“SBC”). The actual rate values for each rate element shall be the rates contained in each Party’s respective Switched Access tariff.

4.9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (“NECA”) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.

4.9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface (“EMI”) format, on cartridge or via a mutually acceptable electronic file transfer method, at no charge.

4.9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)

4.9.7 The Parties agree to coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

4.9.8 (Errors may be discovered by MCI, the IXC, or Verizon.) Each Party agrees to make a good faith effort to provide the other Party with

4.9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 60 days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.

4.9.10 Verizon shall provide MCI with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

4.9.11 Verizon shall provide to MCI its Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCI the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.

4.9.12 Initially, MCI shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCI shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.

4.9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCI, Verizon shall send MCI the category 1101XX records for such traffic in addition to the other category 1101XX records.

4.9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCI's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC

notification of any discovered errors within two business days after discovery but, not withstanding, no later than thirty (30) days.

4.9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within ~~60~~**10** days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.

4.9.10 ~~Verizon~~**The Parties** shall provide ~~MCI~~**each other** with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB. **This information shall be exchanged on a one time basis with updates as necessary.**

4.9.11 Verizon shall provide to MCI its Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCI the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.

4.9.12 Initially, MCI shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCI shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.

4.9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCI, Verizon shall send MCI the category 1101XX records for such traffic in addition to the other category 1101XX records.

4.9.14 If category 1101XX records are not submitted by Verizon in a

subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCI for the amount of lost revenue.

4.9.15 If category 1150XX records are not submitted by MCI in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, MCI will be liable to Verizon for the amount of lost revenue.

4.9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.

timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCI's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCI for the amount of lost revenue. **In the rare event that cat 11-01 or cat 11-50 records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs.**

4.9.15 If category 1150XX records are not submitted by MCI in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, MCI will be liable to Verizon for the amount of lost revenue.

4.9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.

4.9.17 Interconnection for the Meet Point Billing arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

4.9.18 Audits under this Section [4.9] shall be conducted as set forth in the Audit provisions of the General Terms and Conditions (Part A) of this Agreement.

4.9.19 In the event MCI determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCI to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCI Routing Point(s) associated

with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the meet point billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

$$\frac{a}{a + b} = \text{MClm Billing Percentage}$$

and

$$\frac{b}{a + b} = \text{Verizon Billing Percentage}$$

where:

a = the airline mileage between MClm Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

4.9.20 MClm shall inform Verizon of each LAT A in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of MClm's delivery of notice to Verizon, Verizon and MClm shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

Verizon's November JDPL Language

EXHIBIT B

Key: **Bold** - Contract language that previously appeared in Exhibit C-1 to Verizon VA's Answer.

Italics - Contract language that previously appeared in a JDPL.

Plain - Contract language updated to reflect Verizon's substantive proposal on an issue as addressed in testimony or pleadings as addressed in Exhibit C.

UNES

Issue No.	Verizon's November Language
III-6	<p data-bbox="321 439 480 464">1. General</p> <p data-bbox="321 502 1923 654">1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p> <p data-bbox="321 690 1923 1116">1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Consistent with the foregoing, should ** CLEC engage in a pattern of behavior that suggests that ** CLEC either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling ** CLEC to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services in order to induce Verizon to construct facilities that **CLEC then converts to UNEs or Combinations, then Verizon will provide written notice to **CLEC that its actions suggest that **CLEC is engaged in a pattern of bad faith conduct. If **CLEC fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, within thirty (30) calendar days advance written notice to **CLEC, to institute an embargo on provision of new services and facilities to **CLEC. This embargo shall remain in effect until **CLEC provides Verizon with adequate assurance that the bad faith conduct shall cease. Should **CLEC repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.</p> <p data-bbox="321 1125 1896 1245">1.3 **CLEC may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC. Without limiting the foregoing, **CLEC may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC in order to allow **CLEC to provide such Exchange Access services.</p> <p data-bbox="321 1248 519 1273">UNE Attachment</p>

Issue No.	Verizon's November Language
	<p><i>1.4 Notwithstanding any other provision of this Agreement:</i></p> <p><i>1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to **CLEC as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.</i></p> <p><i>1.4.2 Verizon shall not be obligated to provide to **CLEC, and **CLEC shall not request from Verizon, access to a proprietary advanced intelligent network service.</i></p> <p>1.5 If Verizon terminates its provision of a UNE or a Combination to **CLEC pursuant the terms of this Agreement and **CLEC elects to purchase other Services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with **CLEC to coordinate the termination of such UNE or Combination and the installation of such Services to minimize the interruption of service to Customers of **CLEC; and, (b) **CLEC shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.</p> <p>1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to **CLEC on an unbundled basis.</p> <p>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.</p> <p>16. Combinations</p> <p>16.1 Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to **CLEC, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form. To the extent required by Applicable Law, such combinations may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of this Agreement and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.</p> <p>16.1.1 UNE Platform ("UNE-P") is a combination of a Loop, (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with **CLEC's access of UNE-P as defined herein.</p>

Issue No.	Verizon's November Language
	<p>16.1.1.1 Subject to the conditions set forth in Section 1 and this Section 16.1, **CLEC may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in the Network Element Bona Fide Request Process Exhibit:</p> <p>i) Migration -- The transfer of existing retail business or residence service of a Verizon Customer to the already combined UNEs that comprise the underlying retail service.</p> <p>ii) New -- The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.</p> <p>16.1.2 Enhanced Extended Link ("EEL") consists of a Combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing, if required.</p> <p>16.1.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require **CLEC to collocate. The Extended Dedicated Trunk Port is dedicated to the use of **CLEC in its provisioning of local exchange and associated exchange access service.</p>
III-7	<p>UNE Attachment See Verizon contract language in support of Issue III-6</p> <p>3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.</p> <p>3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to **CLEC Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to **CLEC:</p> <p>3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If **CLEC does not request a coordinated cutover, Verizon will process **CLEC's order as a new installation subject to applicable standard provisioning intervals.</p> <p>3.17.1.2 **CLEC shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from **CLEC the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, **CLEC and Verizon shall mutually agree on a New Conversion Time, as defined below. **CLEC shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide **CLEC the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.</p>

Issue No.	Verizon's November Language
	<p>3.17.1.3 **CLEC shall provide dial tone at the **CLEC Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.</p> <p>3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:</p> <p>3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from **CLEC; and</p> <p>3.17.1.5.2 If **CLEC requests to reschedule outside the one (1) hour time frame above, **CLEC shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</p> <p>3.17.1.6 If **CLEC is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and **CLEC will reschedule and, upon request from **CLEC, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p> <p>3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to **CLEC is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>3.17.1.9 If **CLEC requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.</p> <p>17. Conversion of Special Access Services to EELs</p> <p>17.1 To the extent required by Applicable Law, Verizon shall permit **CLEC to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.</p> <p>17.2 When an existing special access service employed by **CLEC is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.</p>

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	<p>17.3 **CLEC may request the conversion of an existing eligible special access service to an EEL by submitting a written electronic notice pursuant to the conversion guidelines as published by Verizon in electronic form on its Wholesale Services web site. Conversion guidelines, sample certification forms and the data template for the circuit information required to process conversion requests are also published by Verizon in electronic form on its Wholesale Services web site. The conversion circuit data template published and made available by Verizon in electronic form must be populated and submitted by **CLEC to Verizon when initiating a conversion request. **CLEC shall not be required to submit Local Service Requests for conversion of eligible special access services to **CLEC. To the extent technically feasible, Verizon shall facilitate all conversions requested by **CLEC without disruption of service and as described in Section 17.2.</p> <p>17.4 Verizon agrees that with respect to all conversions of eligible special access services to EELs, the conversion order shall have an effective bill date of the first day of the calendar month following Verizon's receipt of written electronic notice of such valid request. Recurring charges set forth in the Pricing Attachment of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply as of such date. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in the Pricing Attachment. Verizon shall bill **CLEC pro rata for the special access service being converted through the day prior to the effective bill date of the conversion.</p>
III-8	<p>UNE Attachment See Verizon contract language, Sections 1.1 -1.7, in support of Issue III-6. See also Verizon contract language in support of Issue III-11 (Subloops) and IV-19 (NID). See also contract language dealing with the Bona Fide Request Process to which Verizon and AT&T and WorldCom, respectively, have agreed, at Section 13.3 of the UNE Attachment to the WorldCom Agreement, and at Exhibit B of the AT&T Agreement.</p>
III-9	<p>See Verizon contract language, Section 1.1, in support of Issue III-6.</p>
III-10-4	<p>2. Verizon's Provision of UNEs Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC access to the following:</p> <p>2.1 Loops, as set forth in Section 3; 2.2 Line Sharing, as set forth in Section 4</p>
III-11	<p>5. Sub-loop 5.1 Sub-Loop. <i>Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.</i></p> <p>5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.</p>

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	<p>5.3 CLEC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of CLEC at such enclosure. To obtain access to a Sub-Loop, CLEC shall install a COPIC on an easement or Right of Way obtained by CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p>5.4 CLEC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.</p> <p>5.5 To order access to a Sub-Loop, CLEC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a CLEC COPIC. To make such a request, CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of CLEC's demand for access to Sub-Loops at the requested FDI. CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. CLEC must submit Sub-Loop Interconnection Applications to:</p> <p><i>[Former Bell Atlantic services areas]:</i></p> <p>USLA Project Manager Bell Atlantic Room 509 125 High Street Boston, MA 02110 E-Mail: Collocation.applications@BellAtlantic.com</p> <p><i>[Former GTE service areas]:</i></p> <p>CLEC's Account Manager</p>

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	<p>5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").</p> <p>5.7 **CLEC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon's completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.</p> <p>5.8 After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.</p> <p>5.9 If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request.</p> <p>5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p>5.11 Verizon shall provide **CLEC with access to a Sub-Loop in accordance with negotiated intervals</p>

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	<p>5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p>
	<p>5.13 Collocation in Remote Terminals. To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.</p> <p>6. Inside Wire</p> <p>6.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to **CLEC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for **CLEC. **CLEC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide **CLEC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.</p> <p>**CLEC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:</p> <p>6.1.1 **CLEC shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.</p> <p>6.1.2 If suitable space is available, **CLEC shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.</p> <p>6.1.3 **CLEC's terminal block or equipment 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's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.</p> <p>6.1.4 **CLEC shall identify its terminal block and equipment as a **CLEC facility.</p>

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	<p data-bbox="331 224 1921 310">6.2 To provide **CLEC 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, (c) secure space for **CLEC in any building, (d) secure access to any portion of a building for **CLEC or (e) reserve space in any building for **CLEC.</p> <p data-bbox="331 316 1932 464">6.3 **CLEC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to **CLEC 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's termination block, and Verizon shall determine how to perform such installation. **CLEC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to **CLEC in accordance with **CLEC's order for such services.</p> <p data-bbox="331 500 1921 618">6.4 If a **CLEC compatible connecting block or spare termination on **CLEC's connecting block is not available at the time of installation, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.</p> <p data-bbox="331 654 1896 708">6.5 Verizon shall perform all installation work on Verizon equipment. All **CLEC equipment connected to a House and Riser Cable shall comply with applicable industry standards.</p> <p data-bbox="331 714 1921 1045">6.6 Verizon shall repair and maintain a House and Riser Cable at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC 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 reports to Verizon a Customer trouble, (b) **CLEC 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 shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p> <p data-bbox="331 1081 689 1105">8. Network Interface Device</p>

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	<p>(8.1) Subject to the conditions set forth in Section 1 and at **CLEC's request, Verizon shall permit **CLEC to connect a **CLEC Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 8. Verizon shall provide **CLEC with access to NIDs in accordance with, but only to the extent required by, Applicable Law. **CLEC may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining **CLEC NID deployed by **CLEC or, if an entrance module is available in the Verizon NID, by connecting a **CLEC Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.</p> <p>8.2 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.</p> <p>8.3 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.</p> <p>8.4 In no case shall **CLEC remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.</p> <p>8.5 In no case shall **CLEC remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.</p> <p>8.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer). When **CLEC is connecting a **CLEC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, **CLEC does not need to submit a request to Verizon and Verizon shall not charge **CLEC for access to the Verizon NID. In such instances, **CLEC shall comply with the provisions of Sections 8.2 through 8.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement.</p> <p>8.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), **CLEC may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:</p> <p>8.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, **CLEC may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.</p> <p>8.7.2 **CLEC may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer). If **CLEC accesses the Customer's Inside Wire as described in this Section 8.7.2, time and materials charges will be billed to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer).</p>

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III-12	<p><i>UNE Attachment</i></p> <p>7. Dark Fiber</p> <p>7.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.</p> <p>7.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:</p> <p>7.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at **CLEC's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a</p> <p>7.2.2 **CLEC may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and **CLEC may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to **CLEC.</p> <p>7.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).</p> <p>7.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.</p> <p>7.2.5 At the Customer premise, unused fibers are not available to **CLEC pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to **CLEC.</p> <p>7.2.6 Dark Fiber will be offered to **CLEC in the condition that it is available in Verizon's network at the time that **CLEC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for **CLEC's use.</p> <p>7.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to **CLEC as Dark Fiber.</p> <p>7.2.8 **CLEC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.</p>

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	<p>7.2.9 **CLEC may not resell Dark Fiber purchased pursuant to this Attachment to third parties.</p> <p><i>7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit **CLEC to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:</i></p> <p><i>7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and</i></p> <p><i>7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.</i></p> <p><i>7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as a carrier of last resort.</i></p> <p>7.2.11 **CLEC may not reserve Dark Fiber.</p> <p>7.2.12 **CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of **CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber ; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting **CLEC's collocation arrangements with any proper optical cross connects or other equipment that **CLEC needs to access Dark Fiber before it submits an order for such access.</p> <p>7.3 Dark Fiber Interoffice Facilities (IOF). The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a **CLEC central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.</p> <p>7.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified , Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.</p>