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April 13, 2004

BY HAND DELIVERY
Ms. Blanca Bayó, Director
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Florida Public Service Commission
2540 Shumard Oak Blvd.
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Re: Docket No. 040156-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T 's Response to Verizon Florida's Petition for Arbitration and AT&T's Motion to Dismiss or Strike Verizon Florida's "Update to Petition" in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning to me.

Thank you for your assistance with this filing.

Sincerely yours,

Tracy W. Hatch

TWH/las
Enclosure
cc: Parties of Record

CERTIFICATE OF SERVICE
DOCKET NO. 040156-TP

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Amendment to Interconnection Agreements With Certain Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Florida by Verizon Florida Inc.	)))))	Docket No. 040156-TP Filed: April 13, 2004

AT&T'S RESPONSE TO VERIZON FLORIDA'S PETITION FOR ARBITRATION

TABLE OF CONTENTS

Introduction

AT&T Communications of the Southern States, LLC and TCG South Florida, (collectively "AT&T") [1] hereby responds to Verizon Florida, Inc.'s ("Verizon's") petition, filed on February 23, 2004, to initiate an arbitration proceeding to amend the interconnection agreement between AT&T and Verizon in light of the Federal Communications Commission's ("FCC's") Triennial Review Order ("TRO").[2] Verizon's proposed amendment is deficient in several respects: It attempts to saddle AT&T with obligations not grounded in the TRO, it ignores obligations placed on Verizon and other ILECs by the TRO, and it fails to grapple with critical issues discussed in the TRO such as batch hot cuts, line splitting and line conditioning. In addition, it seeks to impose rates for conversions and routine network modifications that the TRO indicates must be done at Verizon's expense. As a result, Verizon's proposed amendment should be rejected.

To aid the Florida Public Service Commission ("Commission") in its review, AT&T has organized its response to track the sections of Verizon's Petition for Amendment. It describes AT&T's objections to Verizon's TRO Amendment on a section-by-section basis. Where there is no objection, AT&T so notes. In addition, AT&T includes citations to the applicable sections of

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[1] AT&T's current affiliate TCG South Florida ("TCG") has previously negotiated interconnection agreements with Verizon. AT&T and TCG have negotiated, and each requests the Commission to arbitrate, for each separate entity the issues presented in AT&T's TRO Amendment. As separate entities, AT&T and TCG are each entitled to a separate interconnection agreement with Verizon. Moreover, such separate interconnection agreements are operationally important, as AT&T and TCG each, to a great degree, operate and manage their own respective networks and require separate rights of interconnection.

[2] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338. *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, "Report And Order And Order On

(continued...)

the FCC rules and the TRO (to which Verizon has not cited). In order to provide the Commission with a line-by-line explanation of AT&T's objections, AT&T has attached a black-lined version of Verizon's Proposed Amendment as Exhibit 1. For the convenience of the Commission, AT&T has also prepared an issues matrix which sets out the main areas of dispute between the parties and cross-references the applicable portion of the TRO and the proposed TRO Amendment. That matrix is attached as Exhibit 2. Finally, AT&T provides as Exhibit 3 a clean copy of its proposed TRO Amendment, which it respectfully requests that the Commission adopt.

The Recent D.C. Circuit Opinion in *USTA II* Does Not Prevent the Commission From Conducting this Arbitration.

At the outset, it is important to note that any argument that an arbitration between AT&T and Verizon should be delayed or stayed in light of the recent *USTA II* decision by the United States Circuit Court of Appeals for the District of Columbia should be ignored.[3] The original Verizon petition and this response is unaffected by that decision as that decision has not taken effect, and is quite likely to be stayed for a long period of time. By its terms the decision will not take effect until at least 60 days after issuance, and perhaps for much longer. The Court stayed the effect of its decision until the *later* of: (i) denial of any petition for rehearing or rehearing en banc; or (ii) 60 days from March 2, 2004. Furthermore, there is a strong likelihood that during this period the D.C. Circuit's decision may be stayed pending review by the United States Supreme Court.

(continued...)

Remand And Further Notice Of Proposed Rulemaking," No. FCC 03-36, released August 21, 2003 ("TRO").

[3] *United States Telecom Association v. FCC*, No. 00-1012 (D.C.Cir. March 2, 2004).

The majority of FCC Commissioners who voted in favor of the TRO already have announced their intention to seek both a stay and Supreme Court review of the D.C. Circuit decision. AT&T and a number of other parties, including NARUC, wholeheartedly support the FCC majority's actions. AT&T is optimistic that the Supreme Court, which issued a very strong opinion in May 2002 in support of competition,[4] will accept this case and affirm the FCC's findings and rules as well as the right of the states to implement rules critical to support telecommunications competition, especially (but not exclusively) for mass market consumers. AT&T is equally optimistic that the D.C. Circuit's decision will be stayed, in no small part because of the marketplace confusion and consumer harm that Verizon and other ILECs would likely attempt to create if the decision were allowed to become effective before the Supreme Court has the opportunity to review it.

At this time the FCC's TRO remains in effect and the rules and deadlines imposed by the FCC for completing the Commission's nine-month proceeding remain in place. If this arbitration proceeding were stayed for any substantial period of time, the Commission could find itself backed into a position where it could no longer comply with its current obligations under the TRO which require resolution of the issues presented in Verizon's petition within 9 months from the issuance of the TRO.

Relevant Procedural Background

On October 2, 2003, Verizon posted a proposed amendment to all of its interconnection agreements on its website (Verizon's "proposed TRO Amendment") and it simultaneously sent a form letter to AT&T (and presumably all other CLECs) seeking negotiation of the proposed TRO Amendment. Verizon omits in its petition to mention that AT&T timely responded to

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[4] *Verizon Communications, Inc. v. FCC*, 535 U.S. 467 (2002).

Verizon's proposed changes by letter dated October 14, 2003. That letter detailed AT&T's significant concerns with Verizon's proposal and suggested negotiation. A month later, on November 7, 2003, Verizon requested that AT&T provide a redline version showing all of its proposed changes to the Verizon proposed TRO Amendment. AT&T agreed to undertake that detailed process and provided Verizon with a redline of Verizon's proposed amendment on February 6, 2004.[5] AT&T also requested that Verizon agree to meet on February 13, 2004, (or at its earliest convenience) to begin a discussion of the significant areas of dispute. Verizon has not yet committed to any specific dates for negotiation of any of the issues presented by AT&T's TRO Amendment.

Discussion of Proposed Amendments.

As stated above, AT&T has attached a blacklined version of Verizon's Proposed Amendment as Exhibit 1 to this response. AT&T's extensive revision of the Verizon draft was necessary because Verizon did not faithfully craft the amendment to reflect the new mandates of the TRO.

In proposing its Amendment, AT&T expressly reserves the right to ask the Commission to impose upon Verizon under Florida law additional unbundling or other requirements not inconsistent with Verizon's obligations under federal law. As is true with any relevant change in law, the interconnection agreement between AT&T and Verizon would have to be further amended if any such additional requirements are imposed.

Finally, in some cases the TRO simply clarified or modified existing Verizon requirements rather than making wholesale changes in law. In those cases, for example with

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[5] The redline provided to Verizon on February 6, 2004, is largely the same as the blackline attached as Exhibit 3 to this petition. Since early February AT&T has made a few additional modifications to the Verizon (continued...)

respect to hybrid loops, AT&T's proposed TRO Amendment reflects these modifications but AT&T does not mean to suggest by its response that there has been a change in law.

I. POTENTIAL FUTURE CHANGES IN IMPAIRMENT FINDINGS

There is one overriding dispute between the parties that arises in several different sections of the TRO Amendment – namely, how to handle any further findings with respect to impairment that may arise in the ongoing FCC TRO impairment docket. Rather than repeat the debate in each section below, AT&T addresses it as a threshold issue. It is AT&T's position that the interconnection agreement simply cannot and should not address the potential outcomes of the impairment proceedings. No party has a crystal ball and any attempt to anticipate decisions or findings is unlikely to be fruitful. Rather, it creates messy and ambiguous contract language, as evidenced by Verizon's proposed Amendment, which will inevitably result in more disputes between the parties. Thus, AT&T's proposed TRO Amendment simply states that in the event there are further findings of impairment or non-impairment[6] by the FCC or the Florida Commission within the ongoing TRO impairment proceedings, parties to the interconnection agreement should rely on the change of law provisions of that agreement, in accordance with direction from the FCC or the Commission, to make any subsequent TRO-based amendments.

This language is consistent with the TRO's transition provisions, which require the parties to follow the Section 252 process to implement the TRO's changes.[7] The FCC insisted upon the Section 252 process even in the face of several RBOCs' requests that that process be

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(continued...)

proposed amendment, most notably including a section on batch hot cuts metrics and performance standards.

[6] Contrary to Verizon's proposal, which discussed only future findings of non-impairment, the AT&T language is outcome neutral, discussing future findings of impairment and non-impairment.

[7] TRO, ¶ 701.

overridden "to permit unilateral change to all interconnection agreements to avoid any delay associated with negotiation of contract provisions."[8] Verizon proposes in its draft amendment that any further non-impairment findings be *automatically* incorporated into the interconnection agreement without negotiation or discussion as to the implementation of any such findings.[9] Not only is that position contrary to the TRO's transition provisions, it is unworkable. To the extent that there are further non-impairment findings, it is inevitable that the parties will need to negotiate (and potentially arbitrate) the meaning of those findings and how they can be implemented through the interconnection agreement. Verizon's petition seeks arbitration to implement the TRO at this time because, as Verizon acknowledges, the parties have vastly different views on the plain meaning of those provisions in the order that do not require further Commission, FCC or judicial action.

Set forth below is AT&T's analysis of each section of Verizon's proposed amendment with explanations of AT&T's objections to those sections. Again, the language to which AT&T specifically objects is set out in Exhibit 1, a blacklined version of Verizon's proposed TRO Amendment. In addition, the issues in dispute are identified and detailed in AT&T's issues matrix attached as Exhibit 2.

II. GENERAL CONDITIONS (TRO AMENDMENT SECTION 1)

The parties have only minor differences with respect to the general conditions section. AT&T does not object to any language contained in sections 1.1, 1.2, or 1.4 but instead adds language to those sections. AT&T objects to certain language in section 1.3, as noted in Exhibit

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8 *Id.*

9 *See e g* , Verizon's Proposed TRO Amendment, § 3.4.2.

1. In its first section, AT&T's proposed amendment sets out the conditions under which CLECs have a right to obtain access to UNEs and provides definitions of key terms.

III. DEFINITIONS (TRO AMENDMENT SECTION 2)

In the "glossary" section which AT&T has renamed "Definitions" to be consistent with the TRO, Verizon's proposed amendment strayed quite far from the definitions set forth in the TRO. For example, in its original definition of a "FTTH loop" Verizon fails to clarify that FTTH loops do not include intermediate fiber in the loop architectures such as fiber-to-the-curb, fiber-to-the building or fiber-to-the node. AT&T's amendment makes clear that those types of loop architectures are properly defined as "hybrid loops."[10] Similarly, as explained in more detail in Section VIII below, AT&T has crafted its definitions of dedicated transport and dark fiber transport based on the plain language of the TRO whereas Verizon ignores the full definition.[11] In one instance, Verizon's original glossary included a term not found in the TRO, "House and Riser Cable," that appears to be used in place of the TRO's definition of "Inside Wire Subloop" in 47 C.F.R. 51.319(b)(2). AT&T's amendment in Section 2.11 includes the proper definition for Inside Wire Subloop.

AT&T's amendment also sets out a list of facilities or classes of facilities for which the TRO has made a general finding of non-impairment. This list is set forth in the amendment's definition of "Declassified Network Elements" at Section 2.18. As noted above, the change in law provisions or any further direction from the Commission or the FCC will govern to the extent the ongoing impairment proceedings require additions or subtractions from this list.

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[10] Exhibit 1, AT&T Proposed TRO Amendment (blackline), § 2.10 (FTTH loop) and § 2.12 (Hybrid loop).

[11] *Id* at §§ 2.2,2.3.

AT&T proposes definitions for "Line Conditioning" (Section 2.13) and "Line Splitting" (Section 2.15) two topics ignored by Verizon. Finally, AT&T proposes additional language to sharpen the definitions of "Subloop for Multiunit Premises Access" and "Loop Distribution." AT&T does not object to the definitions proposed by Verizon in Sections 2.1, 2.4, 2.5, 2.8, 2.19. 2.20, 2.22 and 2.25. All other sections include language deleted or added by AT&T, as set forth in Exhibit 1. AT&T's TRO Amendment at Section 2 sets forth the definitions established in the TRO and should be adopted.

IV. LOOPS (TRO AMENDMENT SECTION 3.1)

Consistent with the FCC's prior opinions, the TRO requires Verizon to unbundle all local (voice-grade) loops comprised of copper wire or cable, including existing copper loops, newly deployed copper loops and spare copper.[12] The TRO does eliminate unbundling for the highest capacity "OCn" loops.[13] It also permits, under certain circumstances, the retirement of copper loops or subloops that have been replaced with fiber, except with respect to FTTH loops, but requires Verizon to follow certain network modification and disclosure requirements when retiring copper loops and subloops.[14] Verizon's proposed amendment inadequately addresses issues around retirement of copper loop. As discussed below, AT&T's proposed language ensures that all of the terms and conditions related to the retirement of copper loops are included in the agreement.[15]

Under the TRO, Verizon may challenge the national findings of impairment with respect to DS1 and dark fiber loops.[16] To the extent that there are any non-impairment findings made

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12 TRO, ¶¶ 201-202.
13 *Id*
14 *Id* at ¶¶ 273-284.
15 Exhibit 1. AT&T Proposed TRO Amendment (blackline) §§ 3.1.2, 3.1 2.7, 3.1.2.9.
16 TRO, ¶¶ 324-325.

with respect to high-capacity loops during the TRO impairment proceedings, the parties will be required to follow any direction provided by the Commission or the FCC and implement those directives in accordance with the change in law procedures in the interconnection agreement. Thus, with respect to loops, AT&T's TRO Amendment simply sets out those requirements already established by the TRO. For the reasons discussed in more detail below, it should be adopted.

A. High Capacity and Dark Fiber Loops (TRO Amendment Sections 3.1.1 and Section 3.1.5)

The TRO requires Verizon to provide unbundled access to high capacity and dark fiber loops and AT&T's TRO Amendment codifies that obligation. In its proposal, Verizon continues to insist on language that would automatically amend the interconnection agreement if there are any further non-impairment findings with respect to such loops by the Commission or the FCC. AT&T's TRO Amendment, consistent with the TRO, requires Verizon to provide AT&T non-discriminatory access to DS1 loops, a maximum of 2 DS-3 loops (at any single customer location), and Dark Fiber loops on an unbundled basis.[17]

B. Fiber-to-the-home ("FTTH") Loops (TRO Amendment Section 3.1.2)

With respect to FTTH loops, Verizon is not currently required to provide AT&T unbundled access where Verizon has deployed such a loop to an end user's customer premises that previously has not been served by any Verizon loop.[18] However, where Verizon replaces an existing copper loop with FTTH, it must (1) continue to maintain the copper loop and make it available as an unbundled element, or (2) retire the copper loop in accordance with the TRO's

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17 Exhibit 1, AT&T Proposed TRO Amendment (blackline), §§ 3.1.1.1 - 3.1.1.2.

18 *Id.* at § 3.1.2.1.

express copper loop retirement procedure.[19] Where it has followed the required procedure, Verizon must provide AT&T with nondiscriminatory unbundled access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop. Verizon's proposed TRO Amendment failed to address the TRO's provisions on maintaining copper loops and retirement of copper loops, such as notice of proposed retirement, compliance with Commission guidelines regarding retirement, and implementation of copper loop retirement in accord with agreed upon procedures.

AT&T's TRO Amendment includes maintenance and retirement procedures.[20] The procedures. including but not limited to any procedures that have or may be established by the Commission for such retirement, are necessary to ensure that Verizon's retirement of copper loops and subloops does not result in any interruption of service to AT&T customers. The procedures are also consistent with, and mandated by, the TRO and therefore should be adopted.

C. Hybrid Loops (TRO Amendment Section 3.1.3)

A hybrid loop, as defined in the TRO, "consists of both copper and fiber optic cable (and associated electronics, such as DLC systems)."[21] The fiber piece of the loop typically carries traffic from the central office to a centralized location such as a remote terminal where copper wire then carries the traffic to and from the end user. The TRO requires Verizon to provide AT&T access to unbundled hybrid loops except for the provision of packet switching and certain broadband services. AT&T's TRO Amendment sets out these TRO requirements and therefore should be adopted.

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19 TRO, ¶ 281-284.
20 *Id* at § 3.1.2.3-3.1.2.9.
21 TRO, ¶ 288, fn 832.

D. IDLC Hybrid Loops (TRO Amendment Section 3.1.4)

Carriers use digital loop carrier ("DLC") systems to aggregate the many copper subloops that are connected to remote terminal locations. At a remote terminal, a carrier multiplexes signals onto a fiber feeder loop facility and transports the multiplexed signal to its central office. These DLC systems may be integrated directly into the carrier's switch, otherwise known as Integrated DLC systems or "IDLC." Verizon's proposed TRO Amendment takes the position that providing AT&T with a "technically feasible method of unbundled access" means that Verizon should undertake construction of new facilities at AT&T's expense. Verizon also seeks to exempt its provisioning of loops from standard provisioning intervals and performance measures and remedies. These positions of Verizon are self-serving and without any support in the TRO.

When AT&T seeks to order an unbundled loop to serve a retail customer currently being served by Verizon over IDLC, the TRO requires that Verizon provide this service "either through a spare copper facility or through the availability of Universal DLC systems" or, if neither is available, Verizon must provide AT&T with a "technically feasible method of unbundled access."[22] AT&T's TRO Amendment sets forth the plain and unambiguous language of the TRO and should be adopted.[23]

E. Line Sharing (TRO Amendment Section 3.2.1)

While the TRO eliminates over time Verizon's obligation to provide line-sharing as a UNE under federal law, it requires Verizon to continue existing line-sharing arrangements for customer locations where AT&T began providing xDSL service using line sharing prior to

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22 *Id* ¶ 297.

23 Exhibit 1, AT&T Proposed TRO Amendment (blackline), § 3.1.4.

October 2, 2003.[24] It also requires Verizon to provide new line sharing arrangements on a transitional basis pursuant to the rates, terms and conditions set out in 47 C.F.R. 51.319(a)(1)(i). Although Verizon's original proposal addressed to some extent line sharing, it was silent on the line splitting and line conditioning requirements of 47 C.F.R. 51.319(a)(1)(ii). AT&T's TRO Amendment adds sections to address these new TRO requirements.[25]

In addition, Verizon seeks to enter into a separate agreement with AT&T that would govern the new line-sharing arrangements. AT&T, consistent with the TRO, believes these requirements should be a part of the interconnection agreement. There is simply no reason to have two agreements where one will suffice.

AT&T's TRO Amendment includes procedures consistent with the Rule governing line splitting and line conditioning arrangements. Those procedures require Verizon to use a splitter collocated at the central office to enable AT&T to engage in line splitting and to condition a copper loop at no cost to AT&T where AT&T seeks access in order to ensure that the copper loop is suitable for providing digital subscriber line services.[26] In addition, AT&T's TRO Amendment sets out a procedure for Verizon's maintenance, repair and testing in connection with line splitting.[27]

Each of the sections of the TRO Amendment proposed by AT&T is consistent with the TRO and Rules and should be adopted.

V. SUBLOOPS (TRO AMENDMENT SECTION 3.3)

The TRO requires Verizon to provide AT&T with unbundled access to Verizon's copper subloops and Verizon's network interface devices ("NIDs"). These requirements encompass any

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[24] TRO, ¶¶ 255-270.

[25] Exhibit 1, AT&T Proposed TRO Amendment (blackline), § 3.2(A) and (B).

means of interconnection of the Verizon distribution plant to customer premises wiring. [28] In addition, the FCC found that AT&T and other CLECs are impaired on a nationwide basis "without access to unbundled subloops used to access customers in multiunit premises."[29] As a result, the TRO requires Verizon to provide AT&T with access to any technically feasible access point located near a Verizon remote terminal for these subloop facilities.[30]

Verizon's proposal with respect to subloops fails to use definitions and terms consistent with those used in the TRO. It fails to fully address requirements concerning connecting of subloops and provisioning of subloops. It omits any mention of the demarcation point discussed in the TRO. Further Verizon's proposal saddles AT&T with myriad obligations that are not supported by the TRO. For example, Verizon seeks to require AT&T to collocate in order to access inside wire subloops. Verizon also seeks to block AT&T from connecting to inside wire subloops except by way of an established SPOI.

AT&T's TRO Amendment, on the other hand, sets out in detail the definitions of subloops and accessible terminals contained in the TRO.[31] AT&T then provides detailed procedures for the connection of subloop elements to any technically feasible point both with respect to distribution subloop facilities and subloops in multi-tenant environments.[32] AT&T sets forth the TRO's requirements with respect to Inside Wire Subloops.[33] In addition, AT&T provides detailed requirements covering Verizon's provision of a single point of interconnection

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(continued...)

26 *Id.*
27 *Id* § 3.2(C).
28 TRO, ¶ 205.
29 *Id.*, ¶ 348.
30 *Id.*, ¶ 343.
31 Exhibit 1, AT&T Proposed TRO Amendment (blackline), §§ 3.3.1-3.3.4.

("SPOI") suitable for use by multiple carriers.[34] AT&T's TRO Amendment is consistent with and faithful to the TRO's requirements on subloops and should therefore be adopted.

VI. UNBUNDLED LOCAL SWITCHING (TRO AMENDMENT SECTION 3.4)

Verizon's proposed amendment absolves it of responsibility to provide any form of switching other than mass market switching and attempts to predict the outcome of the impairment proceedings with regard to mass market switching obligations.[35] The TRO requires Verizon to provide AT&T with unbundled access to mass market switching but relieves Verizon of its obligation to provide enterprise switching.[36] As to the latter, the TRO requires Verizon to provide a transition period to AT&T to move its enterprise customers to alternative service arrangements absent a Commission petition to the FCC seeking to rebut the FCC's national finding of non-impairment.[37] AT&T objects, then, to language in each subsection of section 3.4 as demonstrated in Exhibit 1. AT&T has incorporated the requirements of the TRO discussed above into its Amendment and these changes should be adopted.

VII. SIGNALING/DATABASES (TRO AMENDMENT SECTION 3.4.3)

The TRO requires Verizon to provide AT&T with unbundled access to its signaling networks, which directs calls between switches or between switches and call-related databases, wherever AT&T has obtained unbundled circuit switching.[38] In addition, Verizon must provide

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(continued...)

32 *Id* at §§ 3.3.7-3.3.9.
33 *Id* at § 3.3.10.
34 *Id* at § 3 3.11
35 Verizon TRO Amendment §§ 3.4 1 and 3 4.2.
36 TRO, ¶ 419
37 *Id* , ¶ 525
38 TRO, ¶ 551.

AT&T continued access to the 911 and E911 call-related databases.[39] Verizon's petition recognizes these requirements and much of its language, as indicated in AT&T's blackline, is acceptable to AT&T. However, AT&T's proposal makes the terms used in this section more consistent with the language of the TRO. AT&T's TRO Amendment sets forth these requirements of the TRO and should be adopted.

VIII. UNBUNDLED INTEROFFICE FACILITIES (TRO AMENDMENT SECTION 3.5)

The TRO requires Verizon to provide AT&T with unbundled access to dark fiber, DS3 and DS1 transport facilities.[40] Dedicated transport and dark fiber transport are defined as transmission facilities between Verizon switches or wire centers including also locations where Verizon has its own facilities at a CLEC's premises.[41] Verizon's proposed definition of dedicated transport and dark fiber transport ignores footnote 1126 of the TRO and excludes these arrangements where Verizon has facilities on a CLEC's premises. AT&T's TRO Amendment in both the definition and Section 3.5 supplies the TRO's definition of dedicated transport and dark fiber transport.

As to DS3 transport facilities, the TRO establishes a "maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route."[42] AT&T's TRO Amendment adds language to Section 3.5.2.2 to clarify that transmission paths between identical end points are considered on a single route regardless of whether any intermediate points are included.[43]

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39 *Id.*
40 *Id.*, ¶¶ 381-384 (dark fiber); 386-387 (DS3; 390-393 (DS1).
41 *Id.*, ¶ 365 and fn 1126.
42 *Id.*, ¶ 388.
43 *Id.*

AT&T objects to language in all subsections of Section 3.5 and proposes new language, as shown in Exhibit 1. AT&T's TRO Amendment incorporates these requirements and should be adopted.

IX. COMMINGLING, CONVERSIONS AND COMBINATIONS (TRO AMENDMENT SECTION 3.6)

Prior to the issuance of the TRO, the FCC placed certain restrictions on when competitive carriers could "commingle" or combine "loops or loop-transport combinations with tariffed special access services."[44] These combinations of loop-transport are also referred to as Enhanced Extended Links or "EELs." The TRO eliminated the restrictions on EELs and instead the FCC modified the rules to "affirmatively permit requesting carriers to commingle UNEs and combinations of UNEs with services (e.g. switched and special access services offered pursuant to tariff), and to require incumbent LECs to perform the necessary functions to effectuate such commingling upon request."[45]

Verizon has taken the position that commingling and conversion need not be permitted until there is an amendment to the interconnection agreement. This reading is inconsistent with the TRO and entirely self-serving as it permits Verizon, while it drags its feet in negotiations, to overcharge AT&T for special access rather than providing EEL conversion. Verizon has also taken the following positions which contradict the TRO: (1) AT&T should be required to re-certify that it meets the TRO's eligibility requirements for DS1 and DS1 equivalent circuits on a circuit-by-circuit basis rather than through the use of a single written or electronic request; (2) AT&T must provide in an EEL order or conversion request information on a circuit-by-circuit

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[44] *Supplemental Order Clarification, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, ¶ 22 (2000).

[45] TRO, ¶ 579.

basis that is not essential to the provisioning or conversion process; (3) Verizon's performance in connection with commingled facilities is not subject to the interconnection agreement's standard provisioning intervals and performance measures; and (4) Verizon is entitled to apply a non-recurring charge for each circuit that AT&T requests to convert from a wholesale service to UNE or UNE combination, as well as other fees not contemplated by the TRO (e.g. "retag fees"). For example, Verizon's amendment would require AT&T to reimburse Verizon for the entire cost of an audit where an auditor finds that AT&T failed to comply with the service eligibility criteria for any DS1 circuit. In addition, Verizon argues that each of the specific types of commingling arrangements set out in the TRO need to be repeated in the interconnection agreement. AT&T submits that a reference to the FCC's Rule 51.318 is sufficient.

According to the TRO, commingling and conversion must be permitted by Verizon upon the TRO's effective date so long as the requesting carrier certifies that it has met certain eligibility criteria.[46] In light of this new rule, AT&T has proposed amendment to the ICA to make clear that (1) as of October 2, 2003, Verizon is required to provide commingling and conversions unencumbered by additional processes or requirements (e.g., requests for unessential information) not specified in TRO;[47] (2) AT&T is required to self-certify its compliance with any applicable eligibility criteria for high capacity EELs (and may do so by written or electronic request) and to permit an annual audit by Verizon to confirm its compliance;[48] (3) Verizon's performance in connection with commingled facilities must be subject to the interconnection

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46 *Id.*, ¶ 589; Rule 51.318.
47 *Id.*, ¶ 586, 588, 623-624.
48 *Id*, ¶¶ 623-624.

agreement's standard provisioning intervals and performance measures;[49] and (4) there will be no charges for conversion from wholesale to UNEs or UNE combinations.[50]

As Exhibit 1 shows, AT&T asserts objections to much of the language in Section 3.6 and proposes language that is consistent with and faithful to the terms of the TRO. As such, AT&T's proposals regarding section 3.6 and its subsections should be adopted.

X. ROUTINE NETWORK MODIFICATIONS (TRO AMENDMENT SECTION 3.7)

The TRO requires ILECs to make routine network modifications to unbundled transmission facilities used by requesting carriers where the requested transmission facility has already been constructed.[51] "Routine network modifications" include "those activities that incumbent LECs regularly undertake for their own customers."[52] Examples of such necessary loop modifications include "rearrangement or splicing of cable; adding a doubler or repeater; adding an equipment case; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer."[53]

Verizon seeks to amend the pricing schedule to add more than a dozen rate elements for alleged non-recurring costs associated with routine network modifications. The TRO is quite clear that AT&T shall not be obligated to pay separate fees for routine network modifications to any UNE or UNE combination unless Verizon demonstrates that such costs are not already recovered from monthly recurring rates for the applicable UNE(s) or from another cost recovery

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49 *Id.*, ¶ 586; Rule 51.316(b).

50 *Id.*, ¶ 587; Rule 51.316 (c) ("Except as agreed to by the parties, an incumbent LEC shall not impose any untariffed termination charges or any disconnect, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled elements")

51 TRO, ¶ 632.

52 *Id.*

53 *Id.*, ¶ 634.

mechanism.[54] Verizon cannot make such a showing but instead seeks double recovery of costs. In section 3.7.2, Verizon attempts to exempt the facilities that require routine network modifications from the standard provisioning intervals and the performance measures and remedies contained in the interconnection agreement or as otherwise determined by applicable law.[55] The TRO does not support such an exemption.

Given the clarification of "routine network modifications" in the TRO, AT&T seeks amendment of the interconnection agreement to reflect the requirement that Verizon make such routine network modifications. Verizon agrees that it must make routine network modifications but asserts that AT&T must pay separately for these modifications. Verizon has failed to show any basis for billing the nonrecurring charges that it lists in its pricing schedule and AT&T rejects any such charges.

As such, Exhibit 1 reflects AT&T's objections to language in both sections 3.7.1. and 3.7.2 of Verizon's proposed amendment. AT&T's TRO Amendment, which reflects Verizon's requirement to provide routine network modifications without any supplemental or double-charge by Verizon, should be adopted.

XI. TRANSITIONAL PROVISIONS FOR DECLASSIFIED NETWORK ELEMENTS (TRO AMENDMENT SECTIONS 3.8 AND 3.9 AND EXHIBIT A)

As described above, the TRO removed Verizon's obligation to provide AT&T with unbundled access to a limited set of UNEs. In those circumstances, the TRO sets out a transition period and process that Verizon must follow as to certain declassified network elements and permits the parties to agree contractually to an acceptable process as to other declassified

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54 *Id.*, ¶ 640.
55 *Id*, ¶ 639.

network elements.[56] AT&T has set forth in its TRO Amendment a proposed process for the parties to follow should Verizon seek to discontinue its provision of identified network elements as unbundled network elements.[57] The procedure requires Verizon to provide written notice to AT&T and to provide AT&T with sufficient time to request disconnection, submit a request for an analogous access service arrangement, submit a request for an analogous Declassified Network Element pursuant to the terms of AT&T's Exhibit A (as applicable) or object that the declassification of the network element in question is not proper under the TRO or other applicable law.[58] If a dispute arises, the parties will be entitled to seek resolution by the Commission. This reasonable process will permit the TRO's required "seamless" customer transitions, where necessary, and avoid unnecessary or improper disruptions of service.

Verizon prematurely proposes a transition period and a migration process for both mass market and enterprise switching. Given that there is currently a finding of *impairment* for mass market switching and that the Commission is presented with issues of migration and transition in its impairment and hot cut proceedings, such an amendment, if any, to the interconnection agreement should be considered only after those proceedings are concluded and subject to the Commission's rulings. Until that time, there has been no change in law that would warrant an amendment under the change in law provisions of the ICA. AT&T objects to all subsections of section 3.8 as set out in Exhibit 1. In addition, AT&T proposes a new section 3.9 to further address these issues.

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56 *Id.*, ¶ 532, 701

57 AT&T TRO Amendment Section 3.8.

58 *Id.*

XII. PRICING (PRICING ATTACHMENT)

Verizon attempts to introduce new prices into the interconnection agreement as part of its proposed TRO amendment. AT&T objects to section 1.2 of Verizon's proposed amendment in that the pricing should be set based on mutually agreed upon rates or Commission approved rates. AT&T urges the Commission to reject Verizon's pricing Exhibit A altogether.

Additional Area Where Amendment to the ICA is Warranted

I. HOT CUT PERFORMANCE METRICS AND REMEDIES (TRO AMENDMENT SECTION 3.10 AND EXHIBIT B)

A critical basis of the FCC's national finding of impairment with respect to mass market switching is the poor performance and high cost of "hot cuts" – the process required to migrate customers from Verizon's switch to a CLEC's switch when the CLEC uses UNE-L (rather than UNE-P) to provide service.[59] The FCC found the existing hot cut process to be so deficient (across all ILECs, including Verizon), that it delegated to states the task of adopting within nine months a "seamless" and "low-cost" batch hot cut process that would allow the migration of large numbers of customers to UNE-L service.[60]

The need for a seamless batch hot cut process cannot be overstated. In the case of any finding of non-impairment in any market by this Commission, the FCC, or any court of competent jurisdiction with respect to unbundled mass market switching, the industry would likely be faced with having to migrate thousands of Florida end-users to UNE-L (assuming existing CLECs decided to continue to offer service in the absence of UNE-P.)

In the absence of a tested and proven batch hot cut process, the potential for significant customer disruption is tremendous. The hot cut process (batch or otherwise) is labor intensive

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[59] TRO ¶ 473.

and prone to customer outages and delays.[61] If the process is not seamless, customers will be frustrated, CLEC reputations will be harmed, consumers will not view competitive carriers as viable alternatives to Verizon and, most problematic, hundreds of thousands of customers would experience outages or other problems with their telephone service such as misrouting of calls and an inability to receive or make calls.

Absent performance metrics and remedies, Verizon has no incentive to make sure that its batch hot cut process operates smoothly and every incentive *not to* perform batch hot cuts properly. Although consumers are harmed by poor ILEC batch hot cut performance, the ILEC benefits. First, Verizon would benefit because poor batch hot cut performance would harm the reputation of its competitors because end users would attribute problems to their service provider, not to Verizon. Second, every end user that Verizon migrates to UNE-L results in a direct loss of revenue for Verizon. Thus, without performance measurements and remedies focused on the batch hot cut process, Verizon would have no reason to develop, implement and execute batch hot cuts in a manner that would allow CLECs to compete using UNE-L. Moreover, the potential remedies must be strong enough to provide a *meaningful* incentive for Verizon to act in a nondiscriminatory manner.

Not surprisingly, Verizon's proposed language does not even mention amending the Agreement to account for the TRO's emphasis on the batch hot cut process and the now increased importance of hot cuts generally. In contrast, AT&T's TRO Amendment Section 3.10

(continued...)

60 TRO ¶¶ 468-69; 487-88.

61 It is for this very reason that AT&T does not believe any manual batch hot cut process can satisfy the requirements set forth in the TRO. Nevertheless, AT&T has proposed the metrics and associated remedies because (continued...)

identifies key areas that metrics must address, an annually-capped dollar amount for remedies that should motivate Verizon to meet the standards in the metrics and a process and timeline for developing the details of the changes to the metrics and remedies plan. Most importantly, AT&T's proposed language guarantees continued availability of unbundled mass market switching under the terms of the Agreement until such time as performance metrics and remedies are adopted and implemented with stable performance. This is the only way to be sure that Verizon does not delay metrics and remedies implementation and is the only way to protect the millions of consumers that might have to be migrated to UNE-L. Therefore, Section 3.10 of AT&T's TRO amendment should be adopted.

Conclusion

AT&T respectfully requests the Commission to reject Verizon's proposed TRO amendment and to adopt AT&T's proposed amendment of its interconnection agreement with Verizon.

Respectfully submitted this the 13th day of April 2004.

Tracy Hatch
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(continued...)

a batch hot cut process is an important element of any competitive local telecommunications environment and may be the primary tool available to migrate customers to UNE-L depending on this Commission's future rulings.

AMENDMENT NO. __

to the

INTERCONNECTION AGREEMENT

between

[VERIZON LEGAL ENTITY]

and

~~**[CLEC FULL NAME]**~~
AT&T Communications of the Southern States, LLC

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Florida, Inc ~~[LEGAL ENTITY]~~ ("Verizon"), ~~a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS],~~ and ~~[FULL CLEC NAME], a [CORPORATION/PARTNERSHIP]~~ **AT&T Communications of the Southern States, LLC** ("~~***CLEC Acronym TXT***~~**AT&T**"), and shall be ~~deemed~~ **become** effective ~~**[FOR CALIFORNIA]** upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date") **] [FOR ALL OTHER STATES:** on _____ (the "Amendment Effective Date").**]** Verizon and ~~***CLEC Acronym TXT***~~**AT&T** are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the [State ~~or Commonwealth~~] of ~~[STATE/COMMONWEALTH NAME OF AGREEMENT]~~ **Florida** (the "State ~~/ Commonwealth~~").

WITNESSETH:

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

~~**[**~~**WHEREAS**, Verizon and ~~***CLEC Acronym TXT***~~**AT&T** are Parties to an Interim Interconnection Agreement which incorporates the original agreement entered into by AT&T and GTE Florida, Inc. under Sections 251 and 252 of the Telecommunications Act of 1996 approved by the Florida Public Service Commission in Order No. PSC-00-1776, dated ~~[INSERT DATE]~~ **September 28, 2000** (the " Agreement"); and~~**]**~~

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

~~**[WHEREAS**, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), ***CLEC Acronym TXT*** adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"), and**]**~~

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

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

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

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the **annexed** TRO Attachment and ~~the Pricing Exhibit to the~~ **any exhibits thereto ("**TRO Attachment ~~attached hereto~~**")**. The TRO Attachment ~~and the Pricing Exhibit to the TRO Attachment~~ shall apply notwithstanding any other provision of ~~the Agreement or~~ a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit ~~Verizon~~**either Party**'s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [~~***State~~ Commission ~~TXT***~~], the FCC, any court or any other governmental authority related to, concerning or that may affect ~~Verizon~~**either Party**'s **rights or** obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that ~~certain provisions of the TRO are presently on appeal to~~ the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit")~~,~~ **issued a decision vacating** and ~~that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any~~**remanding certain portions and affirming** other ~~change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all~~**portions** of the TRO's ~~provisions, any terms and conditions of this Amendment that relate to the~~**but** stayed ~~provisions shall be suspended,~~**its vacatur** and ~~shall have no force and effect, from the effective date of such stay until the stay is lifted~~**remand**. Should the D.C. Circuit**'s decision become**

effective or the United States Supreme Court **issue a stay of any or all of the TRO's provisions, or** reverse any or all of the TRO's provisions, ~~then~~ any terms and conditions of this Amendment that relate to the **stayed or** reversed provisions shall be ~~voidable at~~**subject to any change in law provisions of** the ~~election of either Party~~**Agreement, as appropriate**.

~~7 Joint Work Product. This Amendment is a joint work product and any ambiguities~~

7. Florida TRO Impairment Proceedings. Nothing contained in this Amendment ~~shall not be construed by operation of~~ **is intended to waive either Party's right to incorporate the Commission's decisions resulting from any impairment proceedings held in Florida. Any such decisions shall be considered a change in** law ~~against either Party~~ **and subject to any change in law provisions of the Agreement.**

SIGNATURE PAGE

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

~~***CLEC Full Name TXT***~~**AT&T Communications of the Southern States, LLC**	**VERIZON**~~***IF~~ **[Verizon Company Full Name** ~~2 TXT != """***~~**]**
By: _____	By: _____

Printed: _____ Printed: _____

Title. _____ Title: _____

~~**[FOR CALIFORNIA, FLORIDA AND PENNSYLVANIA ONLY, ADD:]**~~

~~Date~~ _____ ~~Date~~ _____

Date: _____ Date: _____

TRO Attachment

1. General Conditions

1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling" to ~~***CLEC Acronym TXT***~~**AT&T** under the terms of this Amended Agreement only to the extent required by ~~both~~ 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law,** and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to ~~***CLEC Acronym TXT***~~**AT&T** to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by ~~both~~ 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51, or other Applicable Law.**

1.2 ~~***CLEC Acronym TXT***~~**AT&T** may use a UNE, a Combination, or Commingling only for ~~those~~ purposes **that are consistent with those** for which Verizon is required by 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~**51, or other Applicable Law** to provide such UNE, Combination, or Commingling to ~~***CLEC Acronym TXT***~~**AT&T**.

1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to ~~***CLEC Acronym TXT***~~**AT&T** pursuant to 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~**51, or other Applicable Law** a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to ~~***CLEC Acronym TXT***~~**AT&T** as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be ~~as provided in an applicable Verizon tariff, or, in~~**subject to** the ~~absence~~**change in law provisions** of ~~an applicable Verizon tariff, as mutually agreed in writing by~~ the ~~Parties~~**Agreement**.

1.4 Verizon reserves the right to argue in any proceeding before the [~~***State~~ Commission ~~TXT***~~], the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3) **or other Applicable Law**, (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) **or other Applicable Law** to provide to ~~***CLEC Acronym TXT***~~**AT&T**, ~~or~~ **or** (c) is an item that Verizon is not required to offer to ~~***CLEC Acronym TXT***~~**AT&T** at the rates set forth in the Amended Agreement. **AT&T reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under 47 U.S.C. Sec. 251(c)(3) or other Applicable Law, (b) is a Network Element Verizon is required to provide by 47 U.S.C. Sec. 251(c)(3) or other Applicable Law to AT&T, or (c) is an item that Verizon is required to offer to AT&T at the rates set forth in the Amended Agreement.**

2. ~~TRO Glossary~~**Definitions**

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.0 Applicable Law

All laws, rules and regulations, including, but not limited to, the Act, effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.

2.1 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches ~~(as identified in the LERG)~~ or wire centers **(including Verizon facilities located at AT&T's premises)**, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51 Dark fiber facilities between (i) a Verizon wire center~~**51** or ~~switch and (ii) a switch or wire center of ***CLEC Acronym TXT*** or a third party are not Dark Fiber Transport~~**other Applicable Law**.

~~2.3~~ **2.3** Dedicated Transport.

A ~~DS1 or DS3~~ transmission facility between Verizon switches ~~(as identified in the LERG)~~ or wire centers, **(including Verizon facilities located at AT&T's premises),** within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law.** ~~Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of ***CLEC Acronym TXT*** or a third party are not Dedicated Transport~~

~~2.4~~ **2.4** DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

~~2.5~~ **2.5** DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

~~2.6~~ **2.6** DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part

~~51.~~**51 or other Applicable Law.** This loop type is more fully described in ~~Verizon TR 72575,~~ **applicable ANSI standards,** as revised from time to time. A DS-1 Loop ~~requires~~**includes** the electronics necessary to provide the DS-1 transmission rate.

~~2.7~~ **2.7** DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44 736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law.** This Loop type is more fully described in ~~Verizon TR 72575,~~ **applicable ANSI standards,** as revised from time to time. A DS-3 Loop ~~requires~~**includes** the electronics necessary to provide the DS-3 transmission rate.

~~2.8~~ **2.8** Enterprise Switching.

Local Switching or Tandem Switching that, if provided to ~~***CLEC Acronym TXT***~~**AT&T,** would be used for the purpose of serving ~~***CLEC Acronym TXT***~~**AT&T**'s customers using DS1 or above capacity Loops.

~~2.9~~ **2.9** Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a ~~remote terminal or~~ feeder/distribution interface.

~~2.10~~ **2.10** FTTH Loop.

A **mass market** Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in ~~an end user's serving~~**a** wire center and the demarcation point at the end user's customer premises. **FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").**

~~2.11 House and Riser Cable.~~

2.11 Inside Wire Subloop.

A**As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled** distribution facility in Verizon's network, ~~other than in a FTTH Loop,~~ between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, ~~that is owned and controlled by Verizon~~.

~~2.12~~ **2.12** Hybrid Loop.

A**Any** local Loop composed of both fiber optic cable and copper wire or cable**, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB**.

2.13 Line Conditioning.

The removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.13 **2.14** Line Sharing.

The process by which ***CLEC Acronym TXT*** provides**AT&T is providing** xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable**Inside Wire Subloop**) owned and**or** controlled by Verizon.

2.15 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop

2.14 **2.16** Local Switching.

The line-side, and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including **but not limited to** the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including **but not limited to** all vertical features and line blocking options **that** the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including **but not limited to** the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including **but not limited to** the connection between the trunk termination and a trunk card).

2.15 **2.17** Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 **§ 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law,** and that is provided to ***CLEC Acronym TXT*** **AT&T** to serve ***CLEC Acronym TXT*****AT&T**'s end user customers over DS0 Loops.

2.16 Nonconforming Facility

2.18 Declassified Network Elements.

Any facility that Verizon was providing to ***CLEC Acronym TXT*** **obligated to provide to AT&T** on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which**, except as otherwise provided in Section 3.8.3 below,** Verizon is no longer obligated to provide **obligated to provide** on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of either the TRO or a subsequent nonimpairment finding issued by the [***State Commission TXT***] or the FCC. By way of example and not by way of limitation, Nonconforming Facilities may**§ 251(c)(3) and 47 C.F.R. Part 51, Declassified Network Elements** include any of the following: (a) any unbundled dedicated transport or dark

~~fiber facility that is no longer encompassed within the amended terms applicable to DS1~~ Dedicated Transport~~, DS3 Dedicated Transport, or Dark Fiber Transport~~ **not provided for in Section 3.5**; (b) ~~DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport~~ **DS3 Loops above two at a single customer location; (c) DS3 transport facilities above twelve** on a **single** Route ~~or Routes as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003 finds telecommunications carriers to be non-impaired without access to such facilities.~~ (c**d**) Enterprise Switching~~, (d) Mass Market Switching in any market in which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities,~~ (e) ~~Local Switching subject to the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Rcd 3822-31 (1999) (the "Four-Line Carve Out Rule");~~ (f) ~~OCn Loops and OCn Dedicated Transport;~~ (g) **and OCn Dedicated Transport; (f)** the Feeder portion of a Loop; (~~h~~) ~~Line Sharing;~~ (~~i~~) ~~an EEL that does not meet the service eligibility criteria established in the TRO;~~ (**g**) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with ~~***CLEC Acronym TXT***~~**AT&T**'s use of Verizon Mass Market Switching; (~~k~~**h**) Signaling that is not provisioned in connection with ~~***CLEC Acronym TXT***~~**AT&T**'s use of Verizon's Mass Market Switching; **and** (~~l~~**i**) ~~FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein, or (n) any facility or class of facilities as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment~~**Packet Switching**.

~~2.17~~ **2.19** Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

~~2.18~~ **2.20** Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

~~2.19~~ **2.21** Route

~~A~~**For purposes of FCC Rule 51.319 (e)(1) through (e)(5), a** transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

~~2.20~~ **2.22** Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

2.21 ~~Sub-Loop~~**2.23 Subloop** for Multiunit Premises Access.

Any portion of a Loop~~, other than a FTTH Loop~~ that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. ~~It~~**For access to copper Subloops, it** is ~~not~~ technically feasible to access a**any** portion of a Loop a: a**any** terminal in Verizon's outside plant ~~at~~, or ~~near a multiunit premises if~~**inside wire owned or controlled by Verizon, as long as** a technician ~~must access the facility by removing~~**need not remove** a splice case to ~~reach~~**access** the ~~wiring within~~**wire or copper of** the ~~cable~~**Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice**.

2.22 ~~Sub-~~**2.24** Loop Distribution ~~Facility~~.

The ~~copper~~ portion of a Loop in Verizon's network that is between the ~~minimum~~ point of ~~entry ("MPOE")~~**demarcation** at an end user customer premises and Verizon's feeder/distribution interface. **It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.**

2.23 **2.25** Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

3. UNE TRO Provisions

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT~~, as of October 2, 2003~~ **and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date**:

3.1 1.1 DS1 Loops. Upon ~~***CLEC Acronym TXT***~~**AT&T**'s written request, Verizon shall provide ~~***CLEC Acronym TXT***~~**AT&T** with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3)~~, and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law.**

3.1.1.2 DS3 Loops. Upon ~~***CLEC Acronym TXT***~~**AT&T**'s written request, Verizon shall provide ~~***CLEC Acronym TXT***~~**AT&T** with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but

only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law.**

3.1.1.2.1 Cap on DS3 Loops. ~~***CLEC Acronym TXT***~~**In accordance with FCC rule 51.319(a)(5)(iii), AT&T** may obtain on an unbundled basis a maximum of two (2) DS-3 Loops ~~(or two (2) DS-3 equivalents)~~ at any single end user location ~~Any Loop previously made available to ***CLEC Acronym TXT*** at said end user location above the two (2) Loop cap shall be considered a Nonconforming Facility~~

~~3.1.1.3 Nonimpairment *Without limiting any other rights* Verizon may have under the Amended Agreement or under Applicable Law subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the [***State Commission TXT***] or the FCC finds that ***CLEC Acronym TXT*** or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to ***CLEC Acronym TXT*** at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.~~

3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~***CLEC Acronym TXT***~~**AT&T** shall not be entitled to obtain **nondiscriminatory** access to a FTTH Loop ~~(or any segment thereof)~~ on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously ~~was~~**has** not **been** served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~***CLEC Acronym TXT***~~ **and subject to the conditions in this Section below, AT&T** shall not be entitled to obtain **nondiscriminatory** access to a FTTH Loop ~~(or any segment thereof)~~ on an unbundled basis ~~where~~**when** Verizon has deployed ~~the~~**such** ~~subject~~**a** Loop parallel to, or in replacement of, an existing copper Loop, ~~provided~~**facility**, ~~*however*~~ **except** that ~~if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide ***CLEC Acronym TXT*** with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises *capable of voice grade service*~~ ;

3.1.2.3 Verizon shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH

Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless Verizon retires the copper Loop pursuant to the terms of this Section 3.1.2.

3.1.2.4 If Verizon maintains the existing copper Loop pursuant to Section 3.1.2.3 above, it need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 3.1.2.3, in which case Verizon shall restore the copper Loop to serviceable condition upon AT&T ' equest.

3.1.2.5 If Verizon retires the copper Loop pursuant to Section 3.1.2.7 below, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop on an unbundled basis.

3.1.2.6 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.1.2.7 below.

3.1.2.7 For retirement of copper Loops or cooper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the FCC and AT&T at least 180 calendar days before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all the requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.1.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops also apply to the retirement of copper Subloops.

3.1.2.8 Verizon shall not make any changes to the underlying Loop architecture without providing notice of intent to make the change and notifying AT&T at least 180 calendar days before the actual change, and unless Verizon can demonstrate, in writing, if so requested by AT&T, that the proposed change will not, in any way, reduce the transmission capability of an unbundled Loop type employed by AT&T that would be affected by the change. Verizon shall not migrate AT&T copper loops onto other network architectures without AT&T's prior approval.

characteristics of any Loop interface, including the

the applicable requirements of this Section 3.1.2 shall be implemented according to mutually agreeable change management procedures.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~***CLEC Acronym TXT***~~ **and subject to the provisions of Section 3.8 below, AT&T** shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of ~~October 2, 2003,~~ **the Amendment Effective Date,** when ~~***CLEC Acronym TXT***~~**AT&T** seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51,~~ **51 or other Applicable Law,** Verizon shall provide ~~***CLEC Acronym TXT***~~**AT&T** with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity ~~(but only~~ where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of ~~October 2, 2003,~~ **the Amendment Effective Date,** when ~~***CLEC Acronym TXT***~~**AT&T** seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51,~~ **51 or other Applicable Law,** Verizon shall either (a) provide **nondiscriminatory** access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or ~~in Verizon's sole discretion,~~ (b) provide **nondiscriminatory** access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path **(i.e., equivalent to DS0 capacity)** between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~as of October 2, 2003, ***CLEC Acronym TXT***~~ **and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date, AT&T** shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

~~Notwithstanding any other provision of the Agreement, Section 3.1.3 above, or any Verizon tariff or SGAT, if ***CLEC Acronym TXT***~~**IDLC Hybrid Loops. If AT&T** requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), ~~Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51~~ **("IDLC"), Verizon shall** provide ~~***CLEC Acronym TXT***~~**AT&T** unbundled access to a ~~Loop capable of voice-grade service to the end user customer served by the~~**transmission path over** Hybrid ~~Loop~~ **Loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options** is available, Verizon shall **provide AT&T a technically feasible method of unbundled access.**

~~3.1.4.1 Verizon will endeavor to provide ***CLEC Acronym TXT*** with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.~~

~~3.1.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of ***CLEC Acronym TXT***, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, ***CLEC Acronym TXT*** shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon ***CLEC Acronym TXT***'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by ***CLEC Acronym TXT*** after construction work has started, ***CLEC Acronym TXT*** shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.~~

~~3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~

3.1.5 Dark Fiber Loops.

Dark Fiber Loops. Verizon shall continue to provide AT&T with nondiscriminatory access to dark fiber loop on an unbundled basis.

3.1.6 Network Interface Device.

If AT&T requests access to a Loop, Network Interface Device ("NID") functionality shall be provided with such Loop and no additional NID charge shall be included.

3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of ~~October 2, 2003~~**the Amendment Effective Date**:

3.2.1 Line Sharing.

3.2.1.1 New Line Sharing. Verizon shall ~~be under no obligation to~~ provision new Line Sharing arrangements ~~under the Agreement or this Amendment~~ *provided, however*, ~~that as and to the extent required by~~**in accordance with** 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51,~~**51 or other Applicable Law.** Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions ~~offered by Verizon in a separate agreement that shall be subject to FCC~~ prescribed ~~pricing rules~~**by the FCC in 51.319(a)(1)(i)**.

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or ~~Sub-Loop~~**Subloop** in place with an end user customer of ~~***CLEC Acronym TXT***~~**AT&T** will be grandfathered at existing rates, provided ~~***CLEC Acronym TXT***~~**AT&T** began providing xDSL service to that end user customer using Line Sharing over that Loop or ~~Sub-Loop~~**Subloop** prior to October 2, 2003, and only so long as ~~***CLEC Acronym TXT***~~**AT&T** has not ceased providing xDSL service to that end user customer at the same location over that Loop or ~~Sub-Loop~~**Subloop**.

~~3.3 Sub-Loop~~

3.2(A) Line Splitting.

Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at the Central Office.

Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

AT&T may, at its option, utilize the LSR process to order line

splitting.

3.2 (B) Line Conditioning.

Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

Where AT&T seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either:

(a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or

(b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

If, after evaluating Verizon's showing under section 51.319(a)(l)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high frequency portion of the newly conditioned loop or Subloop.

3.2(C) Maintenance, Repair, and Testing.

Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Subloops.

3.3 ~~3.3.1 Sub-Loop for Access to Multiunit Premises~~**Subloop**. As of ~~October 2, 2003.~~**the Amendment Effective Date,** all provisions in the Agreement governing ~~***CLEC Acronym TXT*** access to~~ Inside Wire, House and Riser, or House and Riser Cable are hereby deleted and replaced ~~with~~**by** this Section ~~3.3.1.~~**3.3** which shall supersede ~~any~~ other ~~provision~~**provisions** in the Agreement or in any Verizon tariff or SGAT in effect prior to ~~October 2, 2003. Upon request by ***CLEC Acronym TXT***, Verizon shall provide to ***CLEC Acronym TXT*** access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U~~**Amendment Effective Date**~~.S.C. § 251(c)(3) and 47 C.F.R. Part 51.~~

3.3.1 Definition - A Subloop (including Inside Wire Subloops, defined below) is a portion of a copper loop, or hybrid loop, between any technically feasible point on Verizon's outside plant, including inside wire owned or controlled by Verizon, and the end-user customer premises. A Subloop includes all intermediate devices (e.g. repeaters and load coils), and includes the features, functions, and capabilities of the loop. A Subloop includes two-wire and four-wire analog voice grade Subloops and two-wire and four-wire Subloops conditioned for digital subscriber line service, regardless of whether the Subloops are in service or held as spares. Subloops shall include the NID functionality, and Verizon shall not impose any separate charge for such functionality when provided as part of the Subloop network element.

~~3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by ***CLEC Acronym TXT***, Verizon shall provide to ***CLEC Acronym TXT***~~**3.3.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can** access ~~to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Agreement. Verizon shall not reserve a House and Riser Cable for ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the~~**the copper** facility ~~by~~**without** removing a splice case to reach the ~~wiring within the cable~~ **facility. Access terminals may be located at technically feasible points including but not limited to those:**

~~3.3.1.1.1 ***CLEC Acronym TXT*** must satisfy the following conditions before ordering access to a House and Riser Cable~~

a. **at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).**

b. **at a distribution frame in Verizon's central office.**

c. **at any point that the Commission has determined, in any proceeding, is technically feasible.**

3.3.3 Subloop Element - Functionality and General Requirements

3.3.3.1 Subloop Element includes but is not limited to the following functionality:

(a) Loop Concentration/Multiplexing Functionality
(b) Loop Distribution
(c) Inside Wire Subloop

3.3.4 Subloop Element - General Requirements

3.3.4.1 At its option, AT&T may purchase from Verizon

~~3.3.1.1.1.1 ***CLEC Acronym TXT*** shall locate its facilities within cross connect distance of the point~~ **on an unbundled basis the entire Loop, which includes the NID functionality, or any Subloop element (i.e., Loop Concentration/Multiplexing Functionality, Loop Distribution, and Inside Wire Subloops), or any combination** of ~~interconnection on such cable. Facilities are within cross connect distance~~**Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase** of ~~a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.~~

~~3.3.1.1.1.2 If suitable space is~~ **Subloop elements. Except as stated in 3.3.10.8, Subloop elements shall be** available, ~~***CLEC Acronym TXT*** shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.~~

~~3.3.1.1.1.3 ***CLEC Acronym TXT***'s facilities cannot be attached, otherwise affixed or adjacent~~ **to AT&T through the standard ordering process.**

3.3.4.2 Verizon shall provide all Subloop elements or Subloop element combinations to ~~Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that ***CLEC Acronym TXT***'s facilities or equipment are located in a space where~~ **AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by** Verizon ~~plans~~ **within its own network. To the extent a Subloop element does not perform** to ~~locate its facilities or equipment.~~

~~3.3.1.1.1.4 ***CLEC Acronym TXT*** shall identify its facilities as those of ***CLEC Acronym TXT***.~~

~~3.3.1.1.2 To provide ***CLEC Acronym TXT*** with access to a House and Riser Cable,~~ **this standard,** Verizon ~~shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for ***CLEC Acronym TXT***, (c) secure space for ***CLEC Acronym TXT*** in any building, (d) secure access to any portion of a building for ***CLEC Acronym TXT*** or (e) reserve space in any building for ***CLEC Acronym TXT***.~~

~~3.3.1.1.3 Verizon shall perform cutover of a Customer to ***CLEC Acronym TXT*** service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to ***CLEC Acronym TXT***'s facilities, and Verizon shall determine how to~~ **will** perform ~~such installation. ***CLEC Acronym TXT*** shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to ***CLEC Acronym TXT*** in accordance with ***CLEC Acronym TXT***'s order for such services.~~

~~3.3.1.1.4 If proper ***CLEC Acronym TXT*** facilities are not available at the time of installation, Verizon shall bill ***CLEC Acronym TXT***, and ***CLEC Acronym TXT*** shall pay to Verizon the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.~~

~~3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with ***CLEC Acronym TXT***'s use of Verizon's House and Riser Cable. All ***CLEC Acronym TXT*** equipment connected to a~~

~~House and Riser Cable shall comply with applicable industry standards.~~

~~3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cable at~~ **all necessary work, at its own cost, to bring** the ~~request of ***CLEC Acronym TXT***. ***CLEC Acronym TXT*** shall be solely responsible for investigating and determining~~**Subloop element into conformance. During** the ~~source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) ***CLEC Acronym TXT*** reports to Verizon a Customer trouble, (b) ***CLEC Acronym TXT*** requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was~~**period when a Subloop element fails to meet this standard, AT&T will** not ~~caused by a Verizon House and Riser Cable in whole or in part, then ***CLEC Acronym TXT*** shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by ***CLEC Acronym TXT*** is not available at the appointed time. If as the result of ***CLEC Acronym TXT*** instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to ***CLEC Acronym TXT*** by Verizon. If as the result of ***CLEC Acronym TXT*** instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to ***CLEC Acronym TXT*** by Verizon.~~**held responsible for any payments to Verizon for its use.**

~~3.3.1.2 *Single Point of Interconnection.* In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon~~ **3.3.4.3 AT&T may connect to any Subloop element at any technically feasible point and in any technically feasible manner, and Verizon will not in any manner restrict or delay access to such technically feasible points. If AT&T and Verizon are unable to reach agreement as to technical feasibility within 30 days of AT&T's** request ~~by ***CLEC Acronym TXT*** and provided~~**, Verizon must file a petition with the Commission** that **demonstrates that it is not technically feasible to unbundle** the ~~conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied.~~ **Subloop at** the ~~Parties shall negotiate in good faith an amendment to~~ **point requested. AT&T may access** the ~~Amended Agreement memorializing~~**Inside Wire Subloop at any technically feasible point including, but not limited to** the ~~terms~~**NID**, ~~conditions~~**the MPOE, the** Single Point of Interconnection **(SPOI), the pedestal or the pole. AT&T, shall have the option to perform**

all work, including but not limited to lifting and ~~rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable~~**re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used** for ~~use by multiple carriers.~~ **Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s).**

~~3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases, the House and Riser Cable at the multiunit premises; and~~

~~3.3.1.2.2 ***CLEC Acronym TXT*** certifies that it will place an order~~

3.3.4.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T, at its option, will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI. Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days.

3.3.4.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures within timeframes consistent with those required for ~~access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.~~

~~3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in~~ **an interconnection request from AT&T under this Amended Agreement.**

3.3.5 Loop Concentration/Multiplexing Functionality

3.3.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon's deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

(ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

(iii) aggregates a specified number of signals or channels to fewer channels (concentrating);

(iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and

(v) in some instances performs electrical to optical (E/O) conversions.

3.3.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.

3.3.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

3.3.6 Technical Requirements

3.3.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

3.3.6.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

3.3.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.

3.3.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

3.3.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

3.3.6.6 Verizon shall provide AT&T real time performance and alarm data associated with AT&T's traffic, if and when technically feasible, and to partition such data for AT&T specifically where feasible.

3.3.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.

3.3.7 Interface Requirements

3.3.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.

3.3.7.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 [illegible] deploy [illegible]

3.3.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center.

3.3.7.4 If technically feasible, Loop Concentration/Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

3.3.7.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with ~~, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-specific request. ***CLEC Acronym TXT*** may obtain access to the~~ design specifications as deployed in the Verizon network.

3.3.7.6 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.

3.3.8 Loop Distribution ~~Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the~~

3.3.8.1 **The Loop** Distribution ~~Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable~~

~~3.4 Unbundled Local Circuit Switching~~

~~3.4.1 General Requirements. Verizon shall provide Mass Market Switching to ***CLEC Acronym TXT*** under the~~**Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device.**

3.3.8.2 **The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T.**
If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in this Amended Agreement ~~in accordance with, but only to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of October 2, 2003, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to ***CLEC Acronym TXT***, and any Local Switching or Tandem Switching previously made available to ***CLEC Acronym TXT*** shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003, and (b) Local Switching subject to the~~.

3.3.8.3 **In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.**

3.3.8.4 **In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 3.3.9 below.**

3.3.8.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in this Amended Agreement.

3.3.8.6 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that it is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.

3.3.9 Multi-Tenant Environments (MTEs)

3.3.9.1 Inside Wire Subloop

The Inside Wire Subloop network element, as set forth in FCC's ~~Four-Line Carve Out~~ Rule ~~is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date~~ 51.319(b), is defined as any portion of the loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises, e.g., inside wire owned or controlled by Verizon between the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and Verizon's demarcation point as defined in FCC Rule 68.3.

3.3.9.2 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

3.3.9.3 Access terminals may be located at technically feasible points including but not limited to those at, near, or on the customer premises, such as the pole or pedestal, the NID, the minimum point of entry to the customer premises (MPOE), the single point of interconnection, and/or the feeder/distribution interface.

3.3.9.4 Inside Wire Subloop Element Configurations may include:

3.3.9.5 Loop Distribution Subloops, described in 3.3.8 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

3.3.9.6 Inside Wire Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Inside Wire SubLoop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the Inside Wire Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to the Inside Wire Subloop serving the customer.

3.3.9.7 Inside Wire Subloops may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Inside Wire Subloops shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering

of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Inside Wire Subloops.

3.3.10 Requirements

3.3.10.1 AT&T, at its option, may connect to Verizon Inside Wire Subloops regardless of whether a SPOI exists or is subsequently established at that premises.

3.3.10.2 AT&T, at its option, may access Inside Wire Subloops owned or controlled by Verizon by:

a. utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or

b. installing its own terminal block in the vicinity of the existing Verizon terminal block where the wiring terminates.

3.3.10.3 AT&T's terminal block may be placed within any Verizon enclosure when space exists.

3.3.10.4 Verizon may not require AT&T to collocate in order to access Inside Wire Subloops.

3.3.10.5 Connectivity between AT&T's terminal block and Verizon's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.

~~3.4.2. Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon~~**3.3.10.6 When AT&T uses Verizon's terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T** shall be under no obligation to ~~continue to provide ***CLEC Acronym TXT*** with~~ *nondiscriminatory access to* ~~Mass Market Switching on an unbundled basis under~~ **identify** the ~~Amended Agreement upon a finding~~ **customer or customer unit being served** by the ~~[***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the [***State Commission TXT***] has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market~~**wiring**.

3.3.10.7 When Verizon neither owns nor controls the wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an enclosure installed by Verizon. In such case, Verizon will not limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner.

3.3.10.8 When AT&T uses only the Inside Wire Subloop(s), such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the Subloop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Inside Wire Subloop is used and a count of the Inside Wire Subloops (i.e., pairs) used at that address during the period covered by the report.

3.3.10.9 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Inside Wire Subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is an Inside Wire Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.

3.3.10.10 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.

3.3.10.11 First Pair Requirement - Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises.

3.3.11 Single Point of Interconnection

3.3.11.1 The SPOI is a cross-connect device that provides non-discriminatory access for cross connections to all Subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises.

3.3.11.2 Verizon must, at AT&T's request, cooperate in any reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in

addition o Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point.

3.3.11.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI.

3.3.11.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

3.3.11.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process of this Amended Agreement.

3.3.11.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

3.3.11.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made

3.3.12 Demarcation Point

3.3.12.1 Demarcation Point is the point where the control, but not necessarily the ownership of the Inside Wire Subloop changes from the carrier to the building owner or service subscriber.

3.3.12.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MTE to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

3.3.12.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

3.3.12.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner to connect to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall leave any pre-

existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active.

3.3.12.5 **When AT&T opts to move its service to the newly established demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active.**

3.3.12.6 **AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.**

3.3.12.7 **In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring, including operations support and charges for such support.**

3.4 Unbundled Local Switching.

3.4.1 **General Requirements. Verizon shall provide unbundled Local Switching to AT&T under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.**

3.4.2 **[INTENTIONALLY OMITTED]**

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51.~~ **51 or other Applicable Law.** Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of ~~October 2, 2003~~ **the Amendment Effective Date ,** Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to ~~***CLEC Acronym TXT***~~**AT&T** under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part ~~51~~ **51 or other Applicable Law.** Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a ~~Nonconforming Facility~~**Declassified Network Element**, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

3.5.1 ~~General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. §~~

~~251(c)(3) and 47 C.F.R. Part 51; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to ***CLEC Acronym TXT*** only if ***CLEC Acronym TXT*** obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis.~~ **[INTENTIONALLY OMITTED]**

3.5.2 Dedicated Transport. On or after ~~October 2, 2003~~ **the Amendment Effective Date,** notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT **and subject to the provisions of Section 3.8 below**, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part 51 **or other Applicable Law**:

3.5.2.1 Upon ~~***CLEC Acronym TXT***~~**AT&T**'s written request, Verizon shall provide ~~***CLEC Acronym TXT***~~**AT&T** with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of ~~***CLEC Acronym TXT***~~**AT&T** or a third party is not Dedicated Transport; ~~and~~ (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport**; and (c) Dedicated Transport does include transport between a Verizon wire center or switch and Verizon's facilities collocated at a CLEC's premises. Notwithstanding the provisions herein, Dedicated Transport for purposes of interconnection and Dedicated Transport for reciprocal compensation purposes, and the Parties' obligations to provide such, are as set forth in the applicable provisions of the Agreement**. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the ~~Nonconforming Facilities~~**Declassified Network Elements** described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. ~~***CLEC Acronym TXT***~~**AT&T** may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits ~~(or twelve (12) DS3-equivalents, *e.g.* 336 DS1s)~~ on any single Route on which unbundled transport is otherwise available. **Transmission paths between identical end points are considered on a single Route regardless of whether any intermediate interconnection points are included.** Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a ~~Nonconforming Facility~~**Declassified Network Element**.

~~3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3~~

~~Dedicated Transport previously made available to ***CLEC Acronym TXT*** the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.~~

3.5.3 Dark Fiber Transport. On or after ~~October 2, 2003,~~**the Amendment Effective Date,** notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT **and subject to the provisions of Section 3.8 below**, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) ~~and~~, 47 C.F.R. Part 51 **or other Applicable Law**:

3.5.3.1 Upon ~~***CLEC Acronym TXT***~~**AT&T**'s written request, Verizon shall provide ~~***CLEC Acronym TXT***~~**AT&T** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of ~~***CLEC Acronym TXT***~~**AT&T** or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such ~~Nonconforming Facility~~**Declassified Network Element** under the Amended Agreement.

~~3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to ***CLEC Acronym TXT*** on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.~~

3.6 Commingling, **Conversions,** and Combinations.

3.6.1 Commingling **and Conversions**. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~but~~**and** subject to the conditions set forth in the following Section 3.6.2, Verizon ~~will not prohibit the commingling of an unbundled Network Element~~**shall permit AT&T to commingle a UNE** or ~~a combination of unbundled~~**Combination or Declassified** Network Elements ~~obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 or under an Verizon UNE tariff ("Qualifying UNEs"),~~ with wholesale services obtained from Verizon ~~under~~, **and to also convert wholesale services to** a ~~Verizon access tariff~~**UNE** or ~~separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long~~**Combination** as ~~commingling~~ **of October 2, 2003. Commingling** is ~~required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51,~~**defined as set forth in FCC Rule 51.5.** Verizon shall, upon request of ~~***CLEC Acronym TXT***~~**AT&T**, perform the functions

necessary to commingle ~~Qualifying UNEs~~**a UNE or Combination** with ~~Qualifying Wholesale Services. The~~ **one or more facilities or services or inputs that AT&T has obtained at wholesale from Verizon. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.6.2 below. Subject to Section 3.6.2.2, the** rates~~,~~ terms ~~and~~ **and** conditions ~~of the~~ **of the** applicable ~~access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the~~ **access tariff will apply to wholesale services, and the** rates, terms and conditions of ~~the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs, *provided however*, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to~~ this ~~Amendment. This charge is intended to offset~~ **Amended Agreement or the** Verizon's ~~costs of implementing and managing commingled arrangements~~ **UNE tariff, as applicable, will apply to UNEs or Combinations or to the Declassified Network Elements as set forth in Exhibit A to this Amended Agreement**. "Ratcheting," as that term is defined by the FCC, shall not be required~~. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere~~.

3.6.2 Service Eligibility Criteria for Certain Combinations**, Conversions** and Commingled Facilities and Services. ~~Notwithstanding any other provision of~~ **Unless modified by FCC action, including but not limited to a waiver issued by** the ~~Agreement, this Amendment,~~ **FCC,** or any**unless the Commission establishes different rules or requirements, AT&T and** Verizon ~~tariff or SGAT to the contrary~~ **agree to comply with the requirements for use of UNEs as set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.**

~~3.6.2.1 Verizon shall not be obligated to provide:~~

~~3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;~~

~~3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;~~

~~3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;~~

~~3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or~~

~~3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,~~

~~unless and until ***CLEC Acronym TXT*** (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of~~**3.6.2.1 To the extent** the service eligibility **criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these** criteria ~~set forth in 47 C.F.R. § 51.318.~~ **~~***CLEC Acronym TXT***~~AT&T may elect to self certify using a written or electronic request sent to Verizon. AT&T** must remain in compliance with said service eligibility criteria for so long as ~~***CLEC Acronym TXT***~~**AT&T** continues to receive the aforementioned combined**, converted,** or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. ~~If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below.~~ The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For **circuits** existing ~~circuits,~~ **as of** the ~~CLEC~~Amendment Effective Date, **AT&T** must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of ~~the~~ *Amendment Effective Date.* ~~Circuits not~~**Verizon's written request for such** re-~~certified shall be Nonconforming Circuits~~ **certification.**

~~3.6.2.2 Each written certification to be provided by ***CLEC Acronym TXT*** pursuant to Section 3.6.2.1 above must contain~~

3.6.2.3. There will be no charges for conversion from wholesale to UNEs or UNE combinations.

3.6.2.3A Any substitution of UNEs for wholesale services shall be subject to all of the requirements of the Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following ~~information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b)~~**:**

3.6.2.3A.1 When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the ~~local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.~~**request of AT&T.**

3.6.2.3A.2 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer. ~~C. § 251(c)(6) and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.~~

~~3.6.2.3 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.~~

~~3.6.2.4~~ **3.6.2.4** Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually ~~pursuant~~**. AT&T may request conversions of any existing service or group of services** to **UNEs by submitting a written or electronic request. Except where AT&T specifically requests that** Verizon's **physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the** conversion ~~guidelines. The~~**order shall be deemed to have been completed** effective ~~bill date for conversions is the first of the month following Verizon's~~**upon** receipt **by Verizon** of ~~an accurate and complete ASR~~**the written** or electronic request **from AT&T and recurring charges** for ~~conversion~~**UNEs set forth in Verizon's applicable tariffs shall apply as of such date, but in any event no earlier than October 2, 2003 as specified in TRO paragraph 589. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences** pursuant to ~~Verizon's conversion guidelines~~**this Section**.

~~3.6.2.5~~ **3.6.2.5** All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. ~~If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.~~

~~3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.~~

3.6.2.6 [INTENTIONALLY DELETED]

~~3.6.2.7~~ **3.6.2.7** Once per calendar year, Verizon may**, pursuant to the terms and conditions of this section,** obtain and pay for an independent auditor to audit ~~***CLEC Acronym TXT***~~**AT&T**'s compliance in all material respects with the service eligibility criteria applicable to EELs. **Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with Applicable Law. AT&T and the FCC shall each be given thirty (30) days' written notice of a scheduled audit.** Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that ~~***CLEC Acronym TXT***~~**AT&T** failed to comply **in all material respects** with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then ~~***CLEC Acronym TXT*** must convert all noncompliant circuits~~**AT&T will take action** to **correct** the ~~appropriate~~**noncompliance** ~~service.~~ **and** true up any difference in payments~~, make the correct payments on a going-forward basis,~~ **and** reimburse Verizon for the ~~entire~~ cost of the

~~audit~~**independent auditor** within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm ~~***CLEC Acronym TXT***~~**AT&T**'s compliance **in all material respects** with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then ~~***CLEC Acronym TXT***~~**AT&T** shall provide to the independent auditor ~~for its verification~~ a statement of ~~***CLEC Acronym TXT***~~**AT&T**'s ~~out-of-pocket~~ costs of complying with any requests of the independent auditor, and Verizon shall then reimburse ~~***CLEC Acronym TXT***~~**AT&T** for its ~~out-of-pocket~~ costs within thirty (30) days ~~of the auditor~~**after receiving AT&T**'s ~~verification of the same~~**statement**. ~~***CLEC Acronym TXT***~~**AT&T** shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit ~~for at least eighteen (18) months after the service arrangement in question is terminated~~.

3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by~~,~~ 47 U.S.C. § 251(c)(3) ~~and~~**,** 47 C.F.R. Part ~~51,~~**51 or other Applicable Law,** Verizon shall make such routine network modifications~~, at the rates and charges set forth~~ in ~~the Pricing Attachment to this Amendment,~~**a nondiscriminatory fashion** as are necessary to permit access by ~~***CLEC Acronym TXT***~~**AT&T** to the Loop **(including Dark Fiber Loops)**, Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon ~~will~~**need** not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of ~~***CLEC Acronym TXT***~~**AT&T**. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable ~~at existing splice points~~; adding an equipment case; adding a doubler or repeater; **line conditioning; adding a smart jack;** installing a repeater shelf; **adding a line card;** deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; **attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer;** and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber ~~at existing splice points~~; accessing manholes; deploying bucket trucks to reach aerial cable**; installing equipment casings**; and routine activities, if any, needed to enable ~~***CLEC Acronym TXT***~~**AT&T** to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the ~~placement~~**construction** of **a** new ~~cable~~**Loop**.

~~3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~

3.8 Transitional Provisions for ~~Nonconforming Facilities~~**Declassified Network Elements**.

~~3.8.1 Nonconforming Facilities – Switching.~~ In accordance with, but only to the extent

required by~~,~~ 47 U.S.C. §**Sec.** 251(c)(3) ~~and~~**,** 47 C.F.R. Part 51, **or other Applicable Law,** Verizon and ~~***CLEC Acronym TXT***~~**AT&T** will abide by the following transitional procedures with respect to ~~Mass Market Switching and Enterprise Switching~~ **Declassified Network Elements.**

~~3.8.1.1 Mass Market Switching~~

~~Upon a finding by the [***State Commission TXT***] that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the [***State Commission TXT***]'s order finding no impairment in a particular market or markets, ***CLEC Acronym TXT*** shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities, in accordance with the following schedule: (a) during month 13, ***CLEC Acronym TXT*** must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, ***CLEC Acronym TXT*** must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, ***CLEC Acronym TXT*** must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the [***State Commission TXT***] shall not be included in the embedded base.~~

~~3.8.1.2 Enterprise Switching. Verizon will provide ***CLEC Acronym TXT*** with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to ***CLEC Acronym TXT***. Verizon agrees to continue provisioning Enterprise Switching to ***CLEC Acronym TXT*** under the terms of the Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, ***CLEC Acronym TXT*** shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities.~~

~~3.8.2 Other Nonconforming Facilities.~~ **3.8.1** With respect to any ~~Nonconforming Facility not addressed in Section 3.8.1 above~~**Declassified Network Elements**, Verizon will notify ~~***CLEC Acronym TXT***~~**AT&T** in writing as to any particular unbundled facility previously made available to ~~***CLEC Acronym TXT***~~**AT&T** that is or becomes a ~~Nonconforming Facility~~**Declassified Network Element**, as defined herein **("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements**. The ~~Parties acknowledge that such~~ notice ~~was issued prior~~**shall include sufficient information** to ~~the execution of this Amendment with respect~~**enable AT&T** to ~~certain Nonconforming~~**identify the Identified Facility or** Facilities. ~~During a transitional period of thirty (30) days from the date of such~~ **If the** notice, ~~Verizon agrees~~ **does not contain sufficient information** to ~~continue providing the~~

~~Nonconforming Facilities addressed in the subject notice(s)~~ **enable AT&T** to ~~***CLEC Acronym TXT*** under the terms of the Agreement. At the end of that thirty (30) day period, unless ***CLEC Acronym TXT*** has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming~~**identify the Identified** Facility. ~~Verizon shall convert~~**, AT&T may, in writing, reject** the ~~subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as Verizon and ***CLEC Acronym TXT*** may agree upon (*e.g.*, a separate agreement at market-based rates or resale), *provided, however*, that where there is no analogous access service, if ***CLEC Acronym TXT***~~**notice** and ~~Verizon have failed to reach agreement as to a substitute service within such thirty (30) day period, then Verizon may disconnect~~**request additional information. For avoidance of any doubt, Identified Facilities can only include** the ~~Nonconforming Facilities; and *provided, further*, that with respect to any dark fiber facility that, pursuant to the terms~~**following: OCn Loops; OCn transport; Dedicated Transport not provided for in Section 3.5** of this Amendment ~~is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and *provided further*, that unless the parties have been able to negotiate a suitable transitional services agreement for such dark fiber~~**DS3 Loops above two at a single customer location; DS3 transport** facilities ~~within that ninety (90) day period, Verizon shall no longer be obligated to provide the Nonconforming Facility in question to ***CLEC Acronym TXT***. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall provide such access services at the month-to-month rates and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. ***CLEC Acronym TXT*** shall pay all applicable termination charges, if any, for any Nonconforming Facilities that ***CLEC Acronym TXT*** requests Verizon to disconnect, or that Verizon disconnects as a result of the Parties' failure to reach agreement~~**above twelve** on a ~~substitute service~~ **single Route; Packet Switching; Local Switching that serves capacities of DS1 and above; Feeder Subloop; and signaling, Call Related Databases (except for 911 and E911 databases) and shared transport, when not purchased with unbundled Local Switching.**

3.8.2 **For any Packet Switching or Feeder Subloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of 120 days from the date AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.**

3.8.3 **For OCn Loops, OCn transport, Dedicated Transport not provided for in Section 3.5 of this Amendment; DS3 Loops above two at a single**

customer location, DS3 transport facilities above twelve on a single Route, Local Switching that serves capacities of DS1 and above, and Call-Related Databases and associated Signaling, and shared transport, when not purchased with unbundled Local Switching, that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.8.4 Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for such conversion.

3.9 Further Changes to Unbundling Obligations

Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 above, nothing contained in this Amendment is intended to waive either Party's right to incorporate any Commission decisions involving Mass Market Switching or Enterprise Switching and resulting from the Massachusetts TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.

3.10 Hot Cut Performance Metrics and Remedies

The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions of the Agreement in accordance with Exhibit B annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit B. The agreed upon measures and remedies shall be implemented within thirty

days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement.

In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit B annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges**, if any,** for Services provided under ~~the Amended Agreement~~**this Amendment** shall be those set forth ~~in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs)~~**herein**. ~~For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify ***CLEC Acronym TXT*** in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill ***CLEC Acronym TXT***, and ***CLEC Acronym TXT*** shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to ***CLEC Acronym TXT*** pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to ***CLEC Acronym TXT*** and thereafter.~~

~~1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the [***State Commission TXT***] or the FCC (including, but not limited to, in a tariff that has been filed with the [***State Commission TXT***] or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.~~

1.3 ~~1.4 In the absence of Charges~~**Any additional charges** for a Service ~~established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service~~**under this Agreement** shall be mutually agreed to by the Parties in writing.

~~Exhibit A~~

AT&T'S ANSWER TO VERIZON'S PETITION FOR TRO AMENDMENT ARBITRATION ISSUES MATRIX

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Amendment Section 6	Contrary to the amendment language proposed by Verizon, the TRO does not require that the change in law provisions of the parties' interconnection agreements be modified. Instead, the terms of and processes established by the change in law provisions of the current interconnection agreements must be maintained and not overridden (in whole or in part) by the terms of this Amendment. AT&T's language supports this position.	TRO ¶¶ 700-701.	6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's ~~Verizon's~~ right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [Florida Public Service Commission ("Commission")]~~***State Commission TXT***~~], the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's ~~Verizon's~~ rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that ~~certain provisions of the TRO are presently on appeal to~~ the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision vacating and remanding certain portions and affirming other portions of the TRO, but stayed its vacatur and remand. ~~and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, s~~Should the D.C. Circuit's decision become effective or the United States Supreme Court issue a stay of any or all of the TRO's provisions, or reverse any or all of the TRO's provisions, any terms and conditions

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			of this Amendment that relate to the stayed or reversed provisions shall be subject to any change in law provisions of the Agreement, as appropriate.~~suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of~~ either Party
Amendment Section 7	Contrary to Verizon's proposed language, the parties should rely upon the change in law provisions of their interconnection agreements to address results of the state impairment proceedings at the time they occur. AT&T's language supports this position.	TRO ¶¶ 700-701.	7. Florida's TRO Impairment Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the Commission's decisions resulting from impairment proceedings held in Florida in Dockets Nos. 030851-TP and 030852-TP. Any such decisions shall be considered a change in law and subject to any change in law provisions of the Agreement.
2.2	Verizon's definition of Dark Fiber Transport is overly broad, and ignores footnote 1126 of the TRO. AT&T's language more accurately reflects the TRO and Rules.	TRO footnote 1126.	2.2 Dark Fiber Transport. An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches ~~(as identified in the LERG)~~ or wire centers (including Verizon facilities located at AT&T's premises), that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), ~~and~~ 47 C.F.R. Part 51 or

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			other Applicable Law. ~~Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of AT&T***CLEC Acronym TX1*** or a third party are not Dark Fiber Transport.~~
2.3	Verizon's definition of Dedicated Transport is overly broad and ignores footnote 1126 of the TRO. AT&T's language more accurately reflects the TRO and Rules.	TRO footnote 1126.	2.3 Dedicated Transport. A ~~DS1 or DS3~~ transmission facility between Verizon switches ~~(as identified in the LERG)~~ or wire centers, (including Verizon facilities located at AT&T's premises), within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 or other Applicable Law. ~~Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of AT&T***CLEC Acronym TX1*** or a third party are not Dedicated Transport.~~
2.10	To properly define FTTH Loops, it is necessary to clarify that they do NOT include such intermediate fiber in the loop architectures as fiber-to-the-curb (FTTC), fiber-to-the-node (FTTN) or fiber-	TRO footnote 811	2.10 FTTH Loop. A mass market Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in ~~an end user's serving~~ wire center and the demarcation point at the end user's customer premises. FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").

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	to-the-building (FTTB)? Verizon fails to include such clarification. AT&T's language addresses these omissions.		
2.11	Verizon defines "House and Riser Cable" which is not a term that the TRO recognizes. AT&T's language properly reflects the TRO term "Inside Wire Subloop" and accurately defines it as a facility that is "owned or controlled" by Verizon. In addition, Verizon's amendment ignores the requirement under Rule 51.319(b)(2) that states that a loop shall be any capacity or loop type. AT&T's language addresses this omission.	FCC Rule 51.319(b)(2).	2.11 Inside Wire Sub-LoopHouse and Riser Cable. As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled distribution facility in Verizon's network, other than in a FTTH Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned orand controlled by Verizon.
2.12	Verizon's proposed amendment fails to include sufficient language	TRO footnote 832.	2.12 Hybrid Loop. Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop

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	concerning what types of facilities are included within the definition of "Hybrid Loops". Such loops include such intermediate fiber in the loop architectures as FTTC, FTTN and FTTB. AT&T's language addresses these omissions.		architectures as FTTC, FTTN, and FTTB.
2.16 (re-numbered to 2.18 in Verizon proposed amendment that has been modified by AT&T)	Contrary to Verizon's proposed amendment, the definition of "Nonconforming Facility" (VZ term)/"Declassified Network Element" (AT&T term) should NOT automatically include facilities that are subsequently found to be nonimpaired by the state commission or FCC. Instead the parties should rely on the change in law provisions of their interconnection agreements	TRO ¶¶ 419-532 & 700-701; Rule 51.519(d).	2.18 Declassified Network Elements~~Nonconforming Facility~~. Any facility that Verizon was obligated to provide ~~providing~~ to AT&T~~***CLEC Acronym TXT***~~ on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT ~~prior to October 2, 2003~~, but which, except as otherwise provided in Section 3.8.3 below, Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51,~~ by operation of either the TRO or a subsequent nonimpairment finding issued by the [***State Commission TXT***] or the FCC. By way of example and not by way of limitation,~~ Declassified Network Elements~~Nonconforming Facilities may~~ include ~~any of the~~ following: (a) Dedicated Transport not provided for in Section 3.5; (b) ~~three or more~~ DS3 Loops above two at a single customer location; (c) ~~13 or more~~ DS3 transport facilities

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	and direction from the state commission or FCC if and when any additional findings of nonimpairment are made. Any additional amendments to the interconnection agreements between the parties should be considered at that time. It is too soon to address in this TRO Amendment what might occur in state impairment proceedings. AT&T's language supports this position.		above twelve on a single Route; any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the |***State Commission TX1***| or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (de) Enterprise Switching; (d) Mass Market Switching in any market in which the |***State Commission TX1***| or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) Local Switching subject to the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Red 3822-31 (1999) (the "Four-Line Carve Out Rule"); (cf) OCn Loops and OCn Dedicated Transport; (fg) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (gj) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with AT&T ***CLEC Acronym TX1***'s use of Verizon Mass Market Switching; (hk) Signaling that is not provisioned in connection with AT&T ***CLEC Acronym TX1***'s use of Verizon's Mass Market Switching; and (i) Ppacket Sswitching (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH

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			~~Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.~~
2.21 (re-numbered to 2.23 in Verizon proposed amendment that has been modified by AT&T)	Aside from omitting certain important factors in its definition of "Subloop for Multiunit Premises Access", Verizon's proposed amendment converts language from the Rule from the affirmative to the negative rather than tracking the Rule as written. Verizon also ignores certain requirements. AT&T's language addresses Verizon's misplaced language and omissions.	TRO ¶¶ 343-347; Rule 51.319(b).	2.23 Sub-~~Loop~~loop for Multiunit Premises Access. Any portion of a Loop~~, other than a FTTH Loop,~~ that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. For access to copper Subloops, it is ~~not~~ technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as~~t or near a multiunit premises if~~ a technician need not ~~must access the facility by~~ removeing a splice case to access the wire or copper of the Sub-~~L~~loop~~reach the wiring within the cable.~~; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subl-~~L~~oop at a splice.
2.22 (re-numbered to 2.24 in Verizon proposed	Aside from omitting certain important factors in its	TRO ¶¶ 343-347; Rule 51.319(b).	2.24 ~~Sub-Loop~~Loop Distribution ~~Facility.~~ The ~~copper~~ portion of a Loop in Verizon's network that is

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amendment that has been modified by AT&T)	definition of "Sub-Loop Distribution Facility" (Verizon term) "Loop Distribution" (AT&T term), Verizon also ignores certain requirements. AT&T's language addresses these omissions.		between the ~~minimum~~ point of demarcation~~entry ("MPOE")~~ at an end user customer premises and Verizon's feeder/distribution interface. It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Sub-Loop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Sub-Loop at a splice.
3.1.1.3	Contrary to Verizon's proposed amendment, any delisting and transition period for unbundled Network Elements such as DS1 Loops and DS3 Loops that may result from state impairment proceedings should be addressed by the parties at that time and in accordance with the change in law provisions of the parties' interconnection agreements. It is too soon to anticipate these results, and there is no basis for incorporating terms in this TRO Amendment that	TRO ¶¶ 700-701.	~~3.1.2Nonimpairment. Without limiting any other rights and obligations either Party Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, nothing contained in this Amendment is intended to waive either Party's right to incorporate any decisions involving DS-1 Loops or DS-3 Loops and resulting from the TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end-user location if the [***State Commission TXT***] or the FCC finds that ***CLEC Acronym TXT*** or CLEC's generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to ***CLEC Acronym TXT*** at the subject end~~

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	modify the change in law terms of those interconnection agreements. AT&T's language supports this position.		~~user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.~~
3.1.2.6	Verizon's proposed amendment fails to include language concerning notification to A&T of Verizon's proposed retirement of copper Loops and copper Subloops. AT&T's language addresses this omission.	Notice to affected CLECs is needed to lessen any disruption of service to customers that results from Verizon's copper loop retirements. Any existing or to-be-implemented state guidelines must address this important matter and be fully adhered to.	3.1.2.6 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.1.2.7 below.
3.1.2.7	Verizon's proposed amendment fails to include	TRO ¶¶ 273-284; Rules 51.319 (a)(3)	3.1.2.7 For retirement of copper Loops or cooper Subloops that are replaced with FTTH Loops, Verizon shall file notice

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	language concerning the fact that Verizon's retirement of copper Loops and copper Subloops must meet any and all guidelines established by the state commissions. AT&T's language addresses this omission.	(iii)(B) & 51.325-51.335.	of such retirements with the FCC and AT&T at least 180 calendar days ~~of~~ before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all the requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.1.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop, during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops, also apply to the retirement of copper Subloops.
3.1.2.9	Verizon's proposed amendment fails to include language which ensures that Verizon's approved copper Loop and copper Subloop retirements do not result in interruption to services provided by AT&T to its customers. AT&T's language addresses this omission by requiring that Verizon implement such retirements in accordance with	TRO ¶¶ 273-284; Rule 51.319(a)(3)(iii)(B).	3.1.2.9 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of copper Loop or copper Subloop, that have met the applicable requirements of this Section 3.1.2, ~~.~~ shall be implemented according to mutually agreeable change management procedures.

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	mutually agreeable change management procedures.		
3.1.4.3	Verizon's proposed language improperly states that performance in connection with Verizon's provision of unbundled Loops must NOT continue to be subject to standard provisioning intervals and to performance measures and remedies set forth in the parties' interconnection agreements. There is nothing in the TRO and/or Rules that requires such a change to the parties' interconnection agreements and to applicable law. AT&T has properly deleted Verizon's language from the amendment.	As a service provider to CLECs like AT&T who rely on such service to meet the needs of their customers, Verizon must continue to adhere to established provisioning intervals and to performance standards and associated remedies in accordance with the terms of the parties' interconnection agreements and applicable law. Without such metrics and remedies, Verizon has no incentive to perform.	~~3.1.4.3Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~

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3.1.5	The TRO Amendment should require Verizon to provide Dark Fiber Loops on an unbundled basis unless and until the state commission determines that CLECs are not impaired without access to such Loops at a customer location and that commission orders a final transition plan. Verizon's proposed amendment fails to include such language. AT&T's language addresses this omission.	TRO ¶¶ 311-314.	3.1.5 Dark Fiber Loops. Dark Fiber Loops. Verizon shall continue to provide AT&T with nondiscriminatory access to dark fiber loop on an unbundled basis.

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3.2.1.1	Verizon inexplicably seeks to move to a separate agreement the terms and conditions under which it will provide line sharing, as required by FCC Rule 51.319(a)(1)(I) and other applicable law. There is no need to address line sharing in a separate agreement. The general terms and conditions set forth in the Agreement should govern line sharing and any changes to Verizon's obligations should be addressed through the amendment process.	TRO ¶¶ 255-70; Rule 51.319(a)(1)(i)(A)-(B).	3.2.1.1 New Line Sharing. Verizon shall ~~be under no obligation to~~ provision new Line Sharing arrangements in accordance with ~~under the Agreement or this Amendment; *provided, however*, that as and to the extent required by~~ 47 U.S.C. § 251(c)(3), ~~and~~ 47 C.F.R. Part 51 or other Applicable Law, Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions prescribed by the FCC in 51.319(a)(1)(i) ~~offered by Verizon in a separate agreement that shall be subject to FCC prescribed~~ pricing rules.
3.2(A)	Verizon failed to include language in its proposed amendment addressing its continuing obligations to provide line splitting to	TRO ¶¶ 251-52; Rule 51.319(a)(1)(ii).	3.2(A) Line Splitting Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at

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	AT&T. The TRO contains certain clarifications and additions to Verizon's line splitting obligations that the Agreement should be amended to include, such as issues concerning network modifications and splitters.		the Central Office. Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law. Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. AT&T may, at its option, utilize the LSR process to order line splitting.
3.2(B)	Verizon failed to include language in its proposed amendment addressing its continuing line conditioning obligations to AT&T. The TRO contains certain clarifications and additions to Verizon's line conditioning obligations that the Agreement should be amended to include.	TRO ¶¶ 268, 642-44; Rule 51.319(a)(1)(iii).	3.2 (B) Line Conditioning Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

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			Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. Where AT&T seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either: (a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or (b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing. If, after evaluating Verizon's showing under section

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			51.319(a)(l)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high frequency portion of the newly conditioned loop or Subloop.
3.2(C)	Verizon failed to include language in its proposed amendment addressing its continuing maintenance, repair and testing obligations to AT&T that the Agreement should be amended to include.	TRO ¶¶ 252, 268; Rule 51.319(a)(1)(iv).	3.2(C) Maintenance, Repair, and Testing. Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Subloops.
3.3	Verizon's proposed language related to Subloops is too narrow and fails to appropriately address the full scope of Subloop issues in the TRO. Verizon seeks to use its proposed amendment to supercede Subloop language in the Agreement, its Tariffs and its SGAT.	TRO ¶¶ 343-58; Rule 51.319(b).	3.3 Sub-~~l~~Loop. As of the Amendment Effective Date, all provisions in the Agreement governing Inside Wire, House and Riser, or House and Riser Cable are hereby deleted and replaced by this Section 3.3 which shall supersede other provisions in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective Date.

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	Such an approach is only appropriate if the Amendment addresses the full panoply of Subloop issues. Therefore, AT&T has provided its own language for Subloops that is more complete and is in accord with the TRO.		
3.3.1	Verizon confuses terms related to Subloops. The TRO uses and/or defines the terms "Subloop," "Loop Concentration/Multiplexing Functionality," "Loop Distribution," and "Inside Wire Subloop." The Agreement and Amendment should use these terms consistently. Verizon's terms, including "Inside Wire," "House and Riser" and "House and Riser Cable" should be deleted.	TRO ¶¶ 343-58; Rule 51.319(b).	3.3.1 Definition - A Subloop (including Inside Wire Subloops, defined below) is a portion of a copper loop, or hybrid loop, between any technically feasible point on Verizon's outside plant, including inside wire owned or controlled by Verizon, and the end-user customer premises. A Subloop includes all intermediate devices (e.g. repeaters and load coils), and includes the features, functions, and capabilities of the loop. A Subloop includes two-wire and four-wire analog voice grade Subloops and two-wire and four-wire Subloops conditioned for digital subscriber line service, regardless of whether the Subloops are in service or held as spares. Subloops shall include the NID functionality, and Verizon shall not impose any separate charge for such functionality when provided as part of the Subloop network element. ~~3.3.1Sub-Loop for Access to Multiunit Premises. As of the Amendment Effective DateOctober 2, 2003, all provisions in~~

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			the Agreement governing AT&T***CLEC Acronym TXT*** access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective DateOctober 2, 2003. Upon request by AT&T***CLEC Acronym TXT***, Verizon shall provide to AT&T***CLEC Acronym TXT*** nondiscriminatory access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 other Applicable Law. 3.3.1.1Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 other Applicable Law, upon request by AT&T***CLEC Acronym TXT***, Verizon shall provide to AT&T***CLEC Acronym TXT*** nondiscriminatory access to a Inside Wire Sub-LoopHouse and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Agreement. Verizon shall not reserve a Insice Wire Sub-LoopHouse and Riser Cable for AT&T***CLEC Acronym TXT***. AT&T***CLEC Acronym TXT*** may access a Inside Wire Sub-LoopHouse and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access Inside Wwire Ssub-Lloop as long asif a technician need notmust access the facility by removeing a splice case to accessreach the wire or copper of the Sub-Looping within the cable.

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			~~3.3.1.1.1AT&T***CLEC Acronym TXT*** must satisfy the following conditions before ordering access to an Inside Wire Sub-Loop House and Riser Cable from Verizon: [**FOR SECS. 3.3.1.1 & 3.1.1.2, AT&T TO SOON PROVIDE ADDITIONAL COMMENTS UPON FURTHER REVIEW**]~~ ~~3.3.1.1.1.1AT&T***CLEC Acronym TXT*** shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection~~ ~~3.3.1.1.1.2If suitable space is available, AT&T***CLEC Acronym TXT*** shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.~~ ~~3.3.1.1.1.3AT&T***CLEC Acronym TXT***'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that AT&T***CLEC Acronym TXT***'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.~~ ~~3.3.1.1.1.4AT&T***CLEC Acronym TXT*** shall identify its facilities as those of AT&T***CLEC Acronym TXT***.~~ ~~3.3.1.1.2To provide AT&T***CLEC Acronym TXT*** with access to a Inside Wire Sub-LoopHouse and Riser Cable, Verizon shall not be obligated to (a) move any Verizon~~

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			~~equipment. (b) secure any right of way for AT&T***CLEC Acronym TXT***, (c) secure space for AT&T***CLEC Acronym TXT*** in any building. (d) secure access to any portion of a building for AT&T***CLEC Acronym TXT*** or (e) reserve space in~~ any building for AT&T~~***CLEC Acronym TXT***~~. ~~3.3.1.1.3Verizon shall perform cutover of a Customer to AT&T***CLEC Acronym TXT*** service by means of an Inside Wire Sub-Loop House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon Inside Wire Sub-LoopHouse and Riser Cable pair to AT&T***CLEC Acronym TXT***'s facilities, and Verizon shall determine how to perform such installation. AT&T***CLEC Acronym TXT*** shall coordinate with Verizon to ensure that Inside Wire Sub-LoopHouse and Riser Cable facilities are converted to AT&T***CLEC Acronym TXT*** in accordance with AT&T***CLEC Acronym TXT***'s order for such services.~~ ~~3.3.1.1.4If proper AT&T***CLEC Acronym TXT*** facilities are not available at the time of installation, Verizon shall bill AT&T***CLEC Acronym TXT***, and AT&T***CLEC Acronym TXT*** shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.~~ ~~3.3.1.1.5Verizon shall perform all installation work on Verizon equipment in connection with AT&T***CLEC Acronym TXT***'s use of Verizon's Inside Wire Sub-LoopHouse and Riser Cable. All AT&T***CLEC Acronym~~

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			TXT*** ~~equipment connected to a Inside Wire Sub-Loop House and Riser Cable shall comply with applicable industry standards.~~
3.3.2	Verizon's proposed amendment does not adequately address "accessible terminals." AT&T's language addresses this issue.	TRO ¶¶ 343-347; Rule 51.319(b).	3.3.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the copper facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those: a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV). b. at a distribution frame in Verizon's central office. c. at any point that the Commission has determined, in any proceeding, is technically feasible.
3.3.4	Verizon's proposed amendment fails to include sufficient language concerning Subloops. For example, Verizon does not	TRO ¶¶ 343-347; Rule 51.319(b).	3.3.4 Subloop Element - Functionality and General Requirements 3.3.4.1 Subloop Element includes but is not limited to the following functionality: (a) Loop Concentration/Multiplexing Functionality

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	fully address connecting to Subloops and provisioning of Subloops. AT&T's language addresses these omissions.		(b) Loop Distribution (c) Inside Wire Subloop 3.3.4 Subloop Element - General Requirements 3.3.4.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop, which includes the NID functionality, or any Subloop element (i.e., Loop Concentration/Multiplexing Functionality, Loop Distribution, and Inside Wire Subloops), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as stated in 3.3.10.8, Subloop elements shall be available to AT&T through the standard ordering process. 3.3.4.2 Verizon shall provide all Subloop elements or Subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a Subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the Subloop element into conformance. During the period when a Subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use. 3.3.4.3 AT&T may connect to any Subloop element at any

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			technically feasible point and in any technically feasible manner, and Verizon will not in any manner restrict or delay access to such technically feasible points. If AT&T and Verizon are unable to reach agreement as to technical feasibility within 30 days of AT&T's request, Verizon must file a petition with the Commission that demonstrates that it is not technically feasible to unbundle the Subloop at the point requested. AT&T may access the Inside Wire Subloop at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T, shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s). 3.3.4.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T, at its option, will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge or AT&T may extend

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			the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI . Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days. 3.3.4.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures within timeframes consistent with those required for an interconnection request from the AT&T under this Amended Agreement.
3.3.5	Verizon's proposed amendment fails to include sufficient language concerning the provisioning and the need for Loop		3.3.5 Loop Concentration/Multiplexing Functionality 3.3.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon's deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following: (i) aggregates lower bit rate or bandwidth signals to higher bit

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	Concentration/Multiplexing Functionality. AT&T's language addresses these omissions, which are necessary in light of the TRO's Subloop requirements.		rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (iii) aggregates a specified number of signals or channels to fewer channels (concentrating); (iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (v) in some instances performs electrical to optical (E/O) conversions. 3.3.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office. 3.3.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

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3.3.6	Verizon's proposed amendment fails to include sufficient language concerning the technical requirements for Loop Concentration/Multiplexing Functionality. AT&T's language addresses these omissions , which are necessary in light of the TRO's Subloop requirements.		3.3.6 Technical Requirements 3.3.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities. 3.3.6.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties. 3.3.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references. 3.3.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment. 3.3.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where

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			technically feasible. 3.3.6.6 Verizon shall provide AT&T real time performance and alarm data associated with AT&T's traffic, if and when technically feasible, and to partition such data for AT&T specially where feasible. 3.3.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.
3.3.7	Verizon's proposed amendment fails to include sufficient language concerning the interface requirements for Loop Concentration/Multiplexing Functionality. AT&T's language addresses these omissions , which are necessary in light of the TRO's Subloop requirements.		3.3.7 Interface Requirements 3.3.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request. 3.3.7.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-n, if the equipment deployed is capable of providing such interfaces at the serving wire center. 3.3.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1

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			interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center. 3.3.7.4 If technically feasible, Loop Concentration/Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T. 3.3.7.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network. 3.3.7.6 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.
3.3.8	Verizon's proposed amendment does not adequately address Loop Distribution Subloop component issues. AT&T's language	TRO ¶¶ 253-54; 296; 343-58.	3.3.8 Loop Distribution 3.3.8.1 The Loop Distribution Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices

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	addresses these omissions.		that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device. 3.3.8.2 The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T. If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in this Amended Agreement. 3.3.8.3 In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.

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			3.3.8.4 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 3.3.9 below. 3.3.8.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in this Amended Agreement. 3.3.8.6 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that it is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.
3.3.9-10 (Verizon 3.3.1)	AT&T has provided language that more fully and accurately addresses the TRO's holdings with respect to Inside Wire Subloop for Multi-Tenant Environments, including connectivity, collocation, ownership or control and ordering. Verizon's proposed language does not	TRO ¶¶ 343-58; Rule 51.319(b).	3.3.9 Multi-Tenant Environments (MTEs) 3.3.9.1 Inside Wire Subloop The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises, e.g., inside wire owned or controlled by Verizon between the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and Verizon's demarcation point as defined in FCC Rule 68.3.

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	follow the TRO adequately.		3.3.9.2 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type. 3.3.9.3 Access terminals may be located at technically feasible points including but not limited to those at, near, or on the customer premises, such as the pole or pedestal, the NID, the minimum point of entry to the customer premises (MPOE), the single point of interconnection, and/or the feeder/distribution interface. 3.3.9.4 Inside Wire Subloop Element Configurations may include: 3.3.9.5 Loop Distribution Subloops, described in 3.3.8 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property. 3.3.9.6 Inside Wire Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Inside Wire SubLoop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the Inside Wire Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides

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			access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to the Inside Wire Subloop serving the customer. 3.3.9.7 Inside Wire Subloops may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Inside Wire Subloops shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Inside Wire Subloops. 3.3.10 Requirements 3.3.10.1 AT&T, at its option, may connect to Verizon Inside Wire Subloops regardless of whether a SPOI exists or is subsequently established at that premises. 3.3.10.2 AT&T, at its option, may access Inside Wire Subloops owned or controlled by Verizon by:

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			utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or installing its own terminal block in the vicinity of the existing Verizon terminal block where the wiring terminates. 3.3.10.3 AT&T's terminal block may be placed within any Verizon enclosure when space exists. 3.3.10.4 Verizon may not require AT&T to collocate in order to access Inside Wire Subloops. 3.3.10.5 Connectivity between AT&T's terminal block and Verizon's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations 3.3.10.6 When AT&T uses Verizon's terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring. 3.3.10.7 When Verizon neither owns nor controls the wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an enclosure installed by Verizon. In such case, Verizon will not

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			limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner. 3.3.10.8 When AT&T uses only the Inside Wire Subloop(s), such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the Subloop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Inside Wire Subloop is used and a count of the Inside Wire Subloops (i.e., pairs) used at that address during the period covered by the report. 3.3.10.9 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Inside Wire Subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of

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			the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is an Inside Wire Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use. 3.3.10.10 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control. 3.3.10.11 First Pair Requirement - Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises. ~~3.3.1Sub-Loop for Access to Multiunit Premises. As of the Amendment Effective DateOctober 2, 2003, all provisions in the Agreement governing AT&T***CLEC Acronym TXT*** access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or~~

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			in any Verizon tariff or SGAT in effect prior to the Amendment Effective DateOctober 2, 2003. Upon request by AT&T***CLEC Acronym TXT***, Verizon shall provide to AT&T***CLEC Acronym TXT*** nondiseriminatory access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 other Applicable Law. 3.3.1.1Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 other Applicable Law, upon request by AT&T***CLEC Acronym TXT***, Verizon shall provide to AT&T***CLEC Acronym TXT*** nondiscriminatory access to a Inside Wire Sub-LoopHouse and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Agreement. Verizon shall not reserve a Inside Wire Sub-LoopHouse and Riser Cable for AT&T***CLEC Acronym TXT***. AT&T***CLEC Acronym TXT*** may access a Inside Wire Sub-LoopHouse and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access Iinside Wwire Ssub Lloop as long asif a technician need notmust access the facility by removeing a splice case to accessreach the wire or copper of the Sub-Looping within the cable. 3.3.1.1.1AT&T***CLEC Acronym TXT*** must satisfy the following conditions before ordering access to an Inside Wire Sub-Loop House and Riser Cable from Verizon: [FOR SECS. 3.3.1.1 & 3.3.1.2, AT&T TO SOON PROVIDE

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			~~ADDITIONAL COMMENTS UPON FURTHER REVIEW~~ ~~3.3.1.1.1.1~~AT&T~~***~~CLEC Acronym TXT~~***~~ ~~shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.~~ ~~3.3.1.1.1.2If suitable space is available,~~ AT&T~~***CLEC Acronym TXT***~~ ~~shall install its facilities no closer than~~ fourteen (14) ~~inches of the point of interconnection for such~~ cable, unless ~~otherwise agreed by the Parties.~~ ~~3.3.1.1.1.3~~AT&T~~***CLEC Acronym TXT***'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be~~ installed ~~so that~~ AT&T~~***CLEC Acronym TXT***'s facilities or equipment are located in a space where Verizon~~ plans to ~~locate its facilities or equipment.~~ ~~3.3.1.1.1.4~~AT&T~~***CLEC Acronym TXT*** shall identify~~ its facilities as ~~those of~~ AT&T~~***CLEC Acronym TXT***.~~ ~~3.3.1.1.2To provide~~ AT&T~~***CLEC Acronym TXT*** with~~ access to a Inside Wire Sub-Loop House and ~~Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way~~ for ~~AT&T***CLEC Acronym TXT***, (c) secure space for AT&T***CLEC Acronym TXT*** in any building, (d) secure access to any portion of a building for AT&T***CLEC Acronym TXT*** or (e) reserve space in~~ any building for ~~AT&T***CLEC~~

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			~~Acronym TXT***.~~ ~~3.3.1.1.3Verizon shall perform cutover of a Customer to AT&T***CLEC Acronym TXT*** service by means of an Inside Wire Sub-Loop House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon Inside Wire Sub-LoopHouse and Riser Cable pair to AT&T***CLEC Acronym TXT***'s facilities, and Verizon shall determine how to perform such installation. AT&T***CLEC Acronym TXT*** shall coordinate with Verizon to ensure that Inside Wire Sub-LoopHouse and Riser Cable facilities are converted to AT&T***CLEC Acronym TXT*** in accordance with AT&T***CLEC Acronym TXT***'s order for such services.~~ ~~3.3.1.1.4If proper AT&T***CLEC Acronym TXT*** facilities are not available at the time of installation, Verizon shall bill AT&T***CLEC Acronym TXT***, and AT&T***CLEC Acronym TXT*** shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.~~ ~~3.3.1.1.5Verizon shall perform all installation work on Verizon equipment in connection with AT&T***CLEC Acronym TXT***'s use of Verizon's Inside Wire Sub-LoopHouse and Riser Cable. All AT&T***CLEC Acronym TXT*** equipment connected to a Inside Wire Sub-LoopHouse and Riser Cable shall comply with applicable industry standards.~~ ~~3.3.1.1.6Verizon shall repair and maintain an Inside Wire Sub-Loop House and Riser Cable at the request of AT&T***CLEC~~

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			Acronym TXT***. AT&T***CLEC Acronym TXT*** accepts responsibility for initial trouble isolation (except where technically infeasible)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. For purposes of this Section 3.3.1.1.6, "technically infeasible" trouble isolation (i.e., when AT&T is absolved of this responsibility) is defined as follows: (a) those situations where AT&T, as a result of circumstances beyond its control (i.e., Force Majeure event) is unable to gain access to AT&T physical collocation arrangements; (b) those situations where Verizon is unable to provide mechanized Loop test capability; or (c) those situations for which Verizon and AT&T mutually agreed upon. In those instances identified in (a), (b) and (c) preceding where trouble isolation is technically infeasible for AT&T, Verizon shall, where technically feasible, perform testing at AT&T's request, and supply the test results to AT&T. If, as direct result of AT&T instructions, Verizon shall repair a trouble only when the cause of the trouble is a Verizon Inside Wire Sub-LoopHouse and Riser Cable. If (a) AT&T***CLEC Acronym TXT*** reports to Verizon a Customer trouble, (b) AT&T***CLEC Acronym TXT*** requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon Inside Wire Sub-LoopHouse and Riser Cable in whole or in part, then AT&T***CLEC Acronym TXT*** shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also

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			applies when the Customer contact as designated by AT&T***CLEC Acronym TXT*** is not available at the appointed time. If as the result direct result of AT&T***CLEC Acronym TXT*** instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to AT&T***CLEC Acronym TXT*** by Verizon. If as the result of AT&T***CLEC Acronym TXT*** instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to AT&T***CLEC Acronym TXT*** by Verizon. AT&T will not be subject to such charges if Verizon dispatches its technicians to an incorrect location not designated by AT&T. Verizon shall not require AT&T to collocate in order to access Verizon's Inside Wire Sub-Loop.
3.3.11 (Verizon 3.3.1.2)	Verizon's proposed amendment lacks sufficient language concerning the Single Point of Interconnection ("SPOI"). AT&T's language addresses these issues including, for example, network reconfigurations,	TRO footnote 1058; Rule 51.319(b)(2)(ii).	3.3.11 Single Point of Interconnection 3.3.11.1 The SPOI is a cross-connect device that provides non-discriminatory access for cross connections to all Subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises. 3.3.11.2 Verizon must, at AT&T's request, cooperate in any

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	timing, compensation and notice.		reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point. 3.3.11.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI. 3.3.11.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI. 3.3.11.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process of this Amended Agreement. 3.3.11.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at

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			AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring. 3.3.11.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made ~~3.3.1.2 Single Point of Interconnection. [AT&T CONTINUES TO CHECK.]~~ ~~In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 and other Applicable Law, upon request by~~ AT&T~~***CLEC Acronym TXT***~~ and provided ~~that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are~~ satisfied, the ~~Parties~~ shall negotiate in good ~~faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:~~ ~~3.3.1.2.1Verizon has distribution facilities to the multiunit premises, and either owns or and controls, or leases, the Inside Wire Sub-LoopHouse and Riser Cable at the multiunit~~ premises; and ~~3.3.1.2.2AT&T***CLEC Acronym TXT*** certifies that it~~

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			~~will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.~~ ~~**3.3.2**Distribution Sub-Loop Facility.~~ ~~Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 other Applicable Law, upon site-specific request, AT&T***(CLEC Acronym TX)*** may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. Unless near a remote terminal site, it is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the fiber or wiring within the cable.~~ ~~Network Interface Device: If AT&T requests access to a Sub-Loop, NID functionality shall be provided with such Sub-Loop and no additional NID charge shall be included.~~
3.3.12	AT&T's proposed language addresses issues concerning the Demarcation Point that Verizon's proposed amendment omits.	TRO ¶¶ 343-358.	3.3.12 Demarcation Point 3.3.12.1 Demarcation Point is the point where the control, but not necessarily the ownership of the Inside Wire Subloop from the carrier to the building owner or service subscriber. 3.3.12.2 For those locations where AT&T is serving

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			customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MTE to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon. 3.3.12.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE. 3.3.12.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner to connect to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active. 3.3.12.5 When AT&T opts to move its service to the newly established demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active. 3.3.12.6 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.

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			3.3.12.7 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring, including operations support and charges for such support.
3.4.1	Verizon's proposed amendment improperly defines Enterprise Switching and improperly attempts to eliminate Verizon's obligation to provide Enterprise Switching as of October 2, 2003. It also too narrowly describes the applicable law governing the provisioning of local switching. AT&T's corrections address these issues.	TRO ¶¶ 419-532; Rule 51.319(d).	3.4.1 General Requirements. Verizon shall provide ~~Mass Market Switching~~ unbundled Local Switching to AT&T~~***CLEC Acronym TXT***~~ under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), ~~and~~ 47 C.F.R. Part 51 or other Applicable Law. ~~Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of the Amendment Effective Date~~October 2, 2003, ~~with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to AT&T***CLEC Acronym TXT***, and any Local~~Enterprise Switching ~~or Tandem Switching previously made available to AT&T***CLEC Acronym TXT*** shall be considered a Declassified Network Element~~Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. ~~For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a~~

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			~~Nonconforming Facility by operation of law in effect prior to~~ the Amendment Effective Date.
3.4.2	Verizon prematurely seeks to address changes in its obligation to provide Mass Market switching. Verizon's Mass Market switching obligations remain unchanged pending resolution of the Commission's TRO proceedings. Any change in Verizon's obligations as a result of the TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would constitute changes in law. AT&T addresses this issue in its Section 3.9.	TRO ¶¶ 419-532; Rule 51.319(d).	~~3.4.2Nonimpairment. Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, sSubject to the provisions of Section 3.8 below, nothing contained in this Amendment is intended to waive either Party's right to incorporate any decisions involving Mass Market Switching or Enterprise Switching and resulting from the TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the~~ Agreement. ~~Verizon shall be under no obligation to continue to~~ provide ~~***CLEC Acronym TXT***~~ with ~~nondiscriminatory~~ access to Mass ~~Market~~ Switching on an unbundled ~~basis under~~ the Amended Agreement ~~upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the [***State Commission TXT***] has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.~~
3.5.1	Verizon's proposed language for unbundled interoffice facilities is duplicative and		~~3.5.1General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, as of the Amendment Effective DateOctober 2, 2003: (a) Verizon shall~~

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	unnecessary.		~~provide Dedicated Transport and Dark Fiber Transport under~~ the Agreement in ~~accordance~~ with, but only to ~~the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51~~ other Applicable ~~L~~law; ~~and~~ (b) Verizon shall ~~provide~~ Dedicated ~~Transport and Dark Fiber Transport to AT&T***CLEC Acronym TXT*** only if AT&T***CLEC Acronym TXT*** obtains access to the subject facility in order to provide a telecommunications service. "Qualifying Service" on a common carrier basis.~~
3.5.2.1	Verizon fails to properly define Dedicated Transport as including transport between a Verizon wire center or switch and Verizon facilities collocated at AT&T's premises. Verizon also fails to clarify that Dedicated Transport for interconnection and reciprocal compensation purposes will continue to be treated as set forth in the Agreement.	TRO ¶¶ 359-418; Rule 51.319(e)	3.5.2.1 Upon AT&T***CLEC Acronym TXT***'s written request, Verizon shall provide AT&T***CLEC Acronym TXT*** with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of AT&T***CLEC Acronym TXT*** or a third party is not Dedicated Transport; ~~and~~ (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport; and (c) Dedicated Transport does include transport between a Verizon wire center or switch and Verizon's facilities collocated at a CLEC's premises. Notwithstanding the provisions herein, Dedicated Transport for purposes of interconnection and Dedicated Transport for reciprocal compensation purposes, and the Parties' obligations to provide such, are as set forth in the applicable provisions of the Agreement. Subject to the provisions of Section 3.8

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			below, Verizon is under no obligation to provide or continue providing the Declassified Network ElementsNonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.
3.5.2.2	Verizon fails to clearly define "route."	Rule 51.319(e).	3.5.2.2Cap on Dedicated Transport. AT&T***CLEC Acronym TXT*** may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3 equivalents, *e.g.* 336 DS1s) on any single Route on which unbundled transport is otherwise available. Transmission paths between identical end points are considered on a single Route regardless of whether any intermediate interconnection points are included. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Declassified Network ElementNonconforming Facility.
3.5.2.3	Verizon prematurely seeks to change certain of its obligations to provide Dedicated Transport. Verizon's Dedicated Transport obligations that are pending before the Commission's TRO proceedings remain unchanged. Any change in Verizon's obligations as a	Rule 51.319(e).	3.5.2.3Nonimpairment. Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, sSubject to the provisions of Section 3.8 below, nothing contained in this Amendment is intended to waive either Party's right to incorporate any decisions involving Dedicated Transport and resulting from the TRO proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS1

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	result of the Commission's TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would constitute changes in law. AT&T addresses this issue in its Section 3.9.		~~Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications~~ carriers ~~are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the~~ subject Route(s) ~~or on all Routes.~~ Any DS1 ~~Dedicated Transport or DS3 Dedicated Transport previously made~~ available to ***CLEC Acronym TXT*** the subject ~~Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.~~
3.5.3.2	Verizon prematurely seeks to change its obligations to provide Dark Fiber Transport. Verizon's Dark Fiber Transport obligations remain unchanged pending resolution of the Commission's TRO proceedings. Any change in Verizon's obligations as a result of the TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would constitute changes in law.	Rule 51.319(a)(6).	~~3.5.3.2~~Nonimpairment. ~~Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, sSubject to the provisions of Section 3.8 below, nothing contained in this Amendment is intended to waive either Party's right to incorporate any decisions involving Dark Fiber Transport and resulting from the TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.~~ Verizon ~~shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on~~

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	AT&T addresses this issue in its Section 3.9.		the subject Route(s) or on all Routes. Any ~~Dark Fiber~~ Transport previously made available to ***CLEC ~~Acronym~~ TXT*** on the ~~subject~~ Route(s) shall be ~~considered a Nonconforming Facility as of the effective date of the nonimpairment finding~~.
3.6	Commingling, Conversions and Combinations.	TRO ¶¶ 575 – 600; Rule 51.318.	
3.6.1	AT&T is entitled to convert wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELs) and receive retroactive true up of the difference in applicable rates back to the later of (1) the effective date of the TRO Order (October 2, 2003) or (2) the date at which a pending request for conversion was submitted.	TRO ¶ 589.	3.6.1 Commingling and Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, ~~but~~ and subject to the conditions set forth in the following Section 0, Verizon shall permit AT&T to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination as of October 2, 2003. Commingling is defined as set forth in FCC Rule 51.5.~~will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under an Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51,~~
	Verizon must expeditiously	TRO ¶ 588.	Verizon shall, upon request of AT&T***CLEC ~~Acronym~~

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	process a conversion of wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELs) upon a good faith request by AT&T, and may not use needless procedural requirements to delay such a good faith conversion request. Commingling restrictions, to the extent that such restrictions applied prior to the effective date of the TRO, applied only to loops and EELs.	TRO ¶ 579.	~~TXT***~~, perform the functions necessary to commingle ~~Qualifying~~a UNEs or Combination with one or more facilities or services or inputs that AT&T has obtained at wholesale from Verizon.~~Qualifying Wholesale Services.~~Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.6.2 below. ~~Except as set forth in Section 3.6.2 below. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T.~~ F Subject to Section 3.6.2.2.tThe rates, terms and conditions of the applicable access tariff ~~or separate non-251 agreement~~ will apply to ~~the Qualifying~~ Wwholesale sServices, and the rates, terms and conditions of thise Amended Agreement or the Verizon UNE tariff, as applicable, will apply to ~~the Qualifying~~ UNEs or Combinations or to the Declassified Network Elements as set forth in ~~Appendix XX~~ Exhibit A to this Amended Agreement. ~~*provided, however*, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements.~~ "Ratcheting," as that term is defined by the FCC, shall not be required. **~~[VERIZON TO CLARIFY.]~~** ~~Qualifying UNEs that are commingled with Qualifying wWholesale sServices are not included in the shared use provisions of the applicable tariff.~~

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	Verizon may not impose nonrecurring charges (including, but not limited to, termination charges, disconnect and re-connect fees) on a circuit-by-circuit basis when wholesale services (e.g., special access facilities) are being converted to UNEs or UNE Combinations (e.g., EELs).	TRO ¶ 587; Rule 51.316(c).	[VERIZON TO CLARIFY.] ~~Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~
	Verizon's performance in provisioning, combining and converting commingled facilities shall be subject to standard (i) provisioning intervals, and (ii) performance measures & remedies, contained in the ICAs.	TRO ¶ 639.	
3.6.2.1	Verizon's list of UNEs for which it need provide	TRO ¶¶ 623-624.	3.6.2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services.

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	access when commingled or combined (subject to certain eligibility criteria) inappropriately interprets Rule 51.318. Therefore, AT&T references the Rule directly.		~~Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary:~~ Unless modified by FCC action, including but not limited to a waiver issued by the FCC, or unless the Commission establishes different rules or requirements, AT&T and Verizon agree to comply with the requirements for use of UNEs as set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.
	While the service eligibility criteria apply to individual DS1 circuits, the TRO requires that AT&T be allowed to provide an efficient self-certified request for conversion of wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELS), such as through a written or electronic letter requesting conversion of multiple facilities.	TRO ¶¶ 623-624.	~~3.6.2.1 Verizon shall not be obligated to provide:~~ ~~3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;~~ ~~3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;~~ ~~3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;~~ ~~3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or~~ ~~3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.~~ 3.6.2.1 To the extent the service eligibility criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these criteria. AT&T may elect to self

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	The TRO allows AT&T to re-certify that existing EELs meet service eligibility criteria by a written or electronic letter.		certify using a written or electronic request ~~letter~~ sent to Verizon. ~~Upon AT&T's self certification of compliance, Verizon will provide the requested EEL combination unless and until ***CLEC Acronym TXT***: (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318.~~ AT&T***~~CLEC Acronym TXT***~~ must remain in compliance with said service eligibility criteria for so long as AT&T***~~CLEC Acronym TXT***~~ continues to receive the aforementioned combined, converted, or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. ~~If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below.~~ The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For circuits existing as of the Amendment Effective Date~~circuits~~, ~~the CLEC~~ AT&T must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of Verizon's written request for such re-certification. **~~[VERIZON TO CLARIFY.]~~**~~the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Circuits. 3.6.2.2Each written certification to be provided by ***CLEC Acronym TXT*** pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1~~

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			~~equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.~~
3.6.2.2	The TRO provides that AT&T shall not be required to provide unessential, specific information to request a new EEL or EEL conversion, such as specific local numbers assigned to a DS1 or DS3 circuit, the date each circuit was established in the 911/E911 database, or the collocation termination connecting	TRO ¶¶623-624.	~~3.6.2.2 Each written certification to be provided by ***CLEC Acronym TX1*** pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must~~

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	facility assignment for each circuit.		~~be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.~~
3.6.2.3	Verizon may not impose nonrecurring charges (including, but not limited to, termination charges, disconnect and re-connect fees) on a circuit-by-circuit basis when wholesale services (e.g., special access facilities) are being converted to UNEs or UNE Combinations (e.g., EELs). [See also, disputed language in Section 3.6.1 for same issue.]	TRO ¶ 587;Rule 51.316(c).	3.6.2.3 ~~The charges for conversions shall be as specified in Verizon's applicable tariffs.~~ the Pricing Attachment to this ~~Amendment and apply for each circuit converted.~~ There will be no charges for conversion from wholesale to UNEs or UNE combinations.
[3.6.2.3A New Section inserted by AT&T.]	The TRO requires that when Verizon converts wholesale services to UNEs or UNE combinations that Verizon must not physically disconnect, separate, alter	TRO ¶ 586; Rule 51.316(b).	3.6.2.3A Any substitution of UNEs for wholesale services shall be subject to all of the requirements of the Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following: 3.6.2.3A.1 When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect,

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	or change the facilities or equipment in any way unless AT&T specifically requests that Verizon does so.		separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of AT&T. ~~3.6.2.3A.2 Charges for the conversion of a wholesale service to a UNE, if any, shall be limited to Verizon's tariffed forward looking incremental costs related to the records changes needed to account for AT&T's continuing purchase of the functionality in the form of UNEs pursuant to this Agreement, and shall not include charges for any other functions, including without limitation, re-connect and disconnect fees and non-recurring charges that would otherwise apply to orders for UNEs and Combinations that are~~ newly installed. 3.6.2.3A.3 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.
3.6.2.4	Where no physical modifications to facilities are requested, AT&T is	TRO ¶ 589.	3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually

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	entitled to convert wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELs) and receive retroactive true up of the difference in applicable rates back to the later of (1) the effective date of the TRO Order (October 2, 2003) or (2) the date at which a pending request for conversion was submitted.		~~pursuant to Verizon's conversion guidelines.~~ AT&T may request conversions of any existing service or group of services to UNEs by submitting a written or electronic request. Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from AT&T, and recurring charges for UNEs set forth in Verizon's applicable tariffs shall apply as of such date, but in any event no earlier than October 2, 2003 as specified in TRO paragraph 589. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section. ~~The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.~~

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3.6.2.5	The TRO prohibits the imposition of per circuit fees, such as "retag fees," when converting wholesale services to a UNE or UNE combination.	TRO ¶ 587; Rule 51.316(c).	All ~~ASR-driven~~ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. ~~If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.~~
3.6.2.6	The TRO prohibits Verizon from treating conversion requests as a "project" and thus excluding them from all ordering and provisioning metrics.	TRO ¶ 586; Rule 51.316(b).	~~3.6.2.6~~All requests for conversions will be handled as ~~a project~~ and will be excluded from all ordering and provisioning metrics
3.6.2.7	Audits	TRO ¶¶ 625-629.	
3.6.2.7	The TRO provides specifically that AT&T shall reimburse Verizon for only "the cost of the independent auditor" if the audit discloses that AT&T has failed to comply in all material respects with the service eligibility criteria.	TRO ¶ 627.	3.6.2.7 Once per calendar year, Verizon may, pursuant to the terms and conditions of this section, obtain and pay for an independent auditor to audit AT&T***CLEC ~~Acronym TXT***~~'s compliance in all material respects with the service eligibility criteria applicable to EELs. Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with Applicable Law. AT&T and the CLEC shall each be given thirty (30) days' written notice of a scheduled audit. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample

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	The TRO provides specifically that Verizon shall reimburse AT&T for *all* its costs – not just "out of pocket" costs – of complying with an audit should an audit find that AT&T was in compliance in all material respects with the service eligibility criteria.	TRO ¶ 628.	selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that AT&T~~***CLEC Acronym TXT***~~ failed to comply in all material respects with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then AT&T will take action to correct the noncompliance and~~***CLEC Acronym TXT*** must convert all noncompliant circuits to the appropriate service.~~ true up any difference in payments, and ~~make the correct payments on a going-forward basis,~~ reimburse Verizon for the ~~entire~~ cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm AT&T~~***CLEC Acronym TXT***~~'s compliance in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then AT&T~~***CLEC Acronym TXT***~~ shall provide to the independent auditor~~to the independent auditor for its verification~~ a statement of AT&T~~***CLEC Acronym TXT***~~'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse AT&T~~***CLEC Acronym TXT***~~ for its ~~entire out-of-pocket~~ costs within thirty (30) days after receiving AT&T's statement~~of the auditor's verification of the same.~~ AT&T~~***CLEC Acronym TXT***~~ shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit~~ for at least [AT&T CHECKING]~~eighteen (18) months after ~~the service arrangement in question is terminated.~~

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	Contrary to Verizon's more restrictive language, AT&T shall be required to cure noncompliance with the service eligibility criteria through conversion to the appropriate service only if it can't cure the noncompliance through other means. AT&T is not required by the TRO to retain records adequate to support its compliance with the service eligibility criteria for any specified period of time and should not be required to retain them for longer than is dictated by its own document retention guidelines.	TRO ¶ 629.	

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3.7	Routine Network Modifications	TRO ¶¶ 630-648; Rule 51.319(a)(8) and (e)(5).	
3.7.1	Contrary to Verizon's position that AT&T must pay a multitude of charges that Verizon's lists in its proposed amendment, AT&T shall not be obligated to pay separate fees for routine network modifications to any UNE or UNE Combination unless Verizon demonstrates that such costs are not already recovered from monthly recurring rates for the applicable UNE(s) or from another cost recovery mechanism. AT&T's language supports this TRO mandate.	TRO ¶ 640.	3.7 Routine Network Modifications. 3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 or other Applicable Law, Verizon shall make such routine network modifications in a nondiscriminatory fashion, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by AT&T***CLEC Acronym TXT*** to the Loop (including Dark Fiber Loops), Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon will need not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of AT&T***CLEC Acronym TXT***. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; line conditioning; adding a smart jack;

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	Verizon's obligations to provide network modifications are subject to all applicable law, including 47 U.S.C. §271, not just 47 U.S.C §251(c)(3) and 47 U.S.C. Part 51, as Verizon suggests in Section 3.7.1.		installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber ~~at existing splice points~~; accessing manholes; deploying bucket trucks to reach aerial cable; installing equipment casings; and routine activities, if any, needed to enable AT&T***CLEC Acronym TXT*** to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the construction~~placement~~ of a new Loopcable.
3.7.2	Verizon's provisioning of Loops or Transport (including Dark Fiber Transport and Loops) for which routine network modifications are required shall be subject to standard provisioning intervals, and to performance measures and remedies contained in the ICA or as otherwise	TRO ¶ 639.	~~3.7.2Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.~~

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	determined by the Commission.		
3.8.1.1	Verizon's obligations to provide Mass Marketing Switching and Enterprise Switching are subject to all applicable law, including 47 U.S.C. §271, not just 47 U.S.C §251(c)(3) and 47 U.S.C. Part 51, as Verizon suggests.		~~3.8.1.1~~Mass ~~Market Switching. Upon a finding by the [***State Commission TXT***] that no impairment exists in~~ a particular market with respect to Mass Mark~~et Switching. Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the [***State Commission TXT***]'s order finding no impairment in a particular market or markets, ***CLEC Acronym TXT*** shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities, in accordance with the following schedule: (a) during month 13, ***CLEC Acronym TXT*** must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, ***CLEC Acronym TXT*** must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, ***CLEC Acronym TXT*** must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by
	Addressing a specific transitional period and migration process for Mass Market Switching in an ICA amendment is premature at this time because the Commission would be expected to provide such details in connection with state impairment proceedings.	TRO ¶¶700-701.	
3.8.1.2	Addressing a specific	TRO ¶¶700-701.	

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	transitional period and migration process for Enterprise Switching in an ICA amendment is premature at this time because the Commission would be expected provide such details in connection with state impairment proceedings.		~~the [***State Commission TXT***] shall not be included in the embedded base.~~ ~~3.8.1.2Enterprise Switching. Verizon will provide ***CLEC Acronym TXT*** with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to ***CLEC Acronym TXT***. Verizon agrees to continue provisioning Enterprise Switching to ***CLEC Acronym TXT*** under the terms of the Agreement during a transitional period. which transitional~~ period shall end on the date set forth in the notice. ~~Beginning January 1, 2004, ***CLEC Acronym TXT*** shall have~~ ninety (90) days in which to submit orders to ~~Verizon to~~ migrate its embedded base of end user customers ~~served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities.~~
3.8.2	AT&T may reject Verizon's notice that an unbundled facility will become a Declassified Network Element unless Verizon provides to AT&T written notice with sufficient detail to allow AT&T to identify the		~~3.8.2Other Nonconforming Facilities~~. 3.8.2 With respect to any Declassified Network Elements~~Nonconforming Facility not addressed in Section 3.8.1 above~~, Verizon will notify AT&T~~***CLEC Acronym TXT***~~ in writing as to any particular unbundled facility previously made available to AT&T~~***CLEC Acronym TXT***~~ that is or becomes a Declassified Network Element~~Nonconforming Facility~~, as defined herein ("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities

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	specific unbundled facility (or facilities) in question.		shall be considered Declassified Network Elements. The ~~Parties acknowledge that such~~ notice shall include sufficient information to enable AT&T to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable AT&T to identify the Identified Facility, AT&T may, in writing, reject the notice and request additional information. For avoidance of any doubt, Identified Facilities can only include the following: OCen Loops; OCen transport; Dedicated Transport not provided for in Section 3.5 of this Amendment; ~~three or more~~ DS3 Loops above two at a single customer location; ~~13 or more~~ DS3 transport facilities above twelve on a single Route; Packet Switching; Local Switching that serves capacities of DS1 and above; Feeder sSubloop; and signaling, Call Related Databases (except for 911 and E911 databases) and shared transport, when not purchased with unbundled Local Switching.~~was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities.~~
3.8.2A – 3.8.2B (New sections inserted by AT&T)	To ensure that service to AT&T customers is not adversely affected as a result of a network facility becoming a Declassified Network Element, AT&T		3.8.2A For any Packet Switching or Feeder sSubloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of 120 days from the date

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	shall be afforded 120 days after Verizon provides sufficient notice under Section 3.8.1 to request disconnection, submit a request for an analogous access service, identify and request an alternative service arrangement, submit a request for an analogous Declassified Network element pursuant to AT&T's Exhibit A (if applicable) or object that the declassification of the network facility in question is not proper under applicable law. If AT&T identifies an alternative service arrangement or analogous access service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after AT&T's request,		AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change. 3.8.2B For OCn Loops, OCn transport, Dedicated Transport not provided for in Section 3.5 of this Amendment; ~~three or more~~ DS3 Loops above two at a single customer location, ~~13 or more~~ DS3 transport facilities above twelve on a single Route, Local Switching that serves capacities of DS1 and above, and Call-Related Databases and associated Signaling, and shared transport, when not purchased with unbundled Local Switching, that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice

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	either Party should be allowed to submit a request to the Commission to resolve the issue. If AT&T objects to the declassification of the Identified Facility and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's objection, either Party should be allowed to submit a request to the Commission to resolve the issue. Where AT&T has requested an alternative service arrangement or analogous access service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after		from Verizon pursuant to Section 3.8.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change. [AT&T's Exhibit A referenced in this Section 3.8.2B is attached to this Issues Matrix.)

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	AT&T's request, Verizon must continue to provide the Identified Service under the preexisting rates, terms and conditions until replaced by new rates terms and conditions determined by the Commission Where AT&T has objected to Verizon's declassification of an Identified service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after AT&T's request, Verizon must continue to provide the Identified Service under the preexisting rates, terms and conditions until replaced by new rates terms and conditions determined by the Commission		
3.8.3	To the extent that AT&T submits to Verizon a		3.8.3 ~~- Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this~~

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	request for an analogous Declassified Network Element (see AT&T's language for 3.8.2B above), Verizon shall be required to negotiate terms for such substitute service in accordance with the terms proposed by AT&T in Exhibit A. And that exhibit shall be included as an integral part of the Parties' interconnection agreements.		~~Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming Facility is replaced, in whole or in part, by a service, facility or arrangement that Verizon is not required by 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a "Substitute Service"), any negotiations regarding the rates, terms or conditions of such Substitute Service shall not be deemed to have been conducted pursuant to this Amended Agreement or 47 U.S.C. Section 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. Section 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. Section 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon's provision of a service that Verizon is not required by 47 U.S.C. 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed in a manner contrary to this Section 3.8.3.~~
3.8.4 (New section inserted by AT&T)	3.8.4 Verizon shall not impose termination charges associated with conversion or discontinuance of any Declassified Network Element. 3.8.4 Conversions of a		3.8.4 Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for

DRAFT TRO AMENDMENT SECTION	ISSUE	TRO/RULES	LANGUAGE
	Declassified Network Element to an analogous access service shall be performed on a single order. 3.8.4 Conversion of Declassified Network Elements to an alternative service arrangement or analogous access service must occur seamlessly without any customer disruption or adverse effects to service quality.		such conversion. **[VERIZON LANGUAGE – AT&T PROPOSES TO DELETE ALL.]** During a transitional period of thirty (30) days from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to ***CLEC Acronym TXT*** under the terms of the Agreement. At the end of that thirty (30) day period, unless ***CLEC Acronym TXT*** has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as Verizon and ***CLEC Acronym TXT*** may agree upon (*e.g.*, a separate agreement at market-based rates or resale); *provided, however,* that where there is no analogous access service, if ***CLEC Acronym TXT*** and Verizon have failed to reach agreement as to a substitute service within such thirty (30) day period, then Verizon may disconnect the Nonconforming Facilities; and *provided further*, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and *provided further*, that unless the parties have been able to negotiate a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day period, Verizon shall no longer be obligated to provide the Nonconforming Facility in question to ***CLEC Acronym

DRAFT TRO AMENDMENT SECTION	ISSUE	TRO/RULES	LANGUAGE
			~~TXT***. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. ***CLEC Acronym~~ TXT*** ~~shall pay all~~ applicable ~~termination charges, if any, for any Nonconforming Facilities that ***CLEC Acronym~~ TXT*** ~~requests Verizon to disconnect, or that Verizon disconnects as a result of the Parties' failure to reach agreement on a substitute service.~~ [AT&T proposes to DELETE this remaining language of Verizon's draft section 3.8.2 (see above) and to replace it with the language that AT&T proposes for transitioning Identified Facilities.)
3.9 (New section added by AT&T.)	Results of impairment proceedings conducted by the Commission shall be addressed by the Parties in accordance with the change in law provisions of their interconnection agreements.	TRO ¶¶700-703.	3.9 Further Changes to Unbundling Obligations Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 above, nothing contained in this Amendment is intended to waive either Party's right to incorporate any Commission decisions involving Mass Market Switching or Enterprise Switching and resulting from the Florida TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.

AT&T'S ANSWER TO VERIZON'S PETITION FOR TRO AMENDMENT ARBITRATION ISSUES MATRIX

DRAFT TRO AMENDMENT SECTION	ISSUE	TRO/RULES	LANGUAGE
3.10 New section added by AT&T)	There is a need for a seamless, tested and proven batch hot cut process to avoid the potential for significant customer disruption. This process must be supported by performance metrics and remedies. Without such metrics and remedies Verizon would have no reason to develop, implement and execute batch hot cuts in a nondiscriminatory manner. AT&T's language includes provisions for hot cuts performance metrics/measurements and associated remedies.	TRO¶¶ 473; 468-469; 487-488.	3.10 Hot Cut Performance Metrics and Remedies The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions of the Agreement in accordance with Exhibit B annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit B. The agreed upon measures and remedies shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement. In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit B annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.

AT&T'S ANSWER TO VERIZON'S PETITION FOR TRO AMENDMENT ARBITRATION ISSUES MATRIX

DRAFT TRO AMENDMENT SECTION	ISSUE	TRO/RULES	LANGUAGE
Pricing Attachments	Any charges for Services hereunder shall be as mutually agreed to by the Parties.	See AT&T's reasoning above for rejecting rates associated with commingling, conversions and routine network modifications.	~~Verizon's Exhibit A to Pricing Attachment to TRO Amendment.~~ AT&T REJECTS EACH RATE ELEMENT AND ASSOCIATED RATE OFFERED BY VERIZON.

AMENDMENT NO. __

to the

INTERCONNECTION AGREEMENT

between

VERIZON FLORIDA, INC.

and

AT&T Communications of the Southern States, LLC.

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Florida, Inc. ("Verizon") and AT&T Communications of the Southern States, LLC ("AT&T"), and shall become effective on _____ (the "Amendment Effective Date"). Verizon and AT&T are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an Interim Interconnection Agreement which incorporates the original agreement entered into by AT&T and GTE Florida, Inc. under Sections 251 and 252 of the Telecommunications Act of 1996 approved by the Florida Public Service Commission in Order No. PSC-00-1776, dated September 28, 2000,. (the "Agreement"); and

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

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

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

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the annexed TRO Attachment and any exhibits thereto ("TRO Attachment"). The TRO Attachment shall apply notwithstanding any other provision of a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the

Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Florida Public Service Commission ("Commission"), the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision vacating and remanding certain portions and affirming other portions of the TRO, but stayed its vacatur and remand. Should the D.C. Circuit's decision become effective or the United States Supreme Court issue a stay of any or all of the TRO's provisions, or reverse any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed or reversed provisions shall be subject to any change in law provisions of the Agreement, as appropriate.

7. Florida TRO Impairment Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the Commission's decisions, if any, resulting from impairment proceedings held in Dockets Nos. 030851-TP and 030852-TP. Any such decisions shall be considered a change in law and subject to any change in law provisions of the Agreement.

SIGNATURE PAGE

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

AT&T Communications of the Southern States LLC	**VERIZON Florida, Inc.**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

TRO Attachment

1. General Conditions

1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling"), to AT&T under the terms of this Amended Agreement only to the extent required by 47 U.S.C. § 251(c)(3), 47 C.F.R Part 51 or other Applicable Law, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to AT&T to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3), 47 C F.R. Part 51, or other Applicable Law.

1.2 AT&T may use a UNE, a Combination, or Commingling only for purposes that are consistent with those for which Verizon is required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law to provide such UNE, Combination, or Commingling to AT&T.

1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to AT&T pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to AT&T as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be subject to the change in law provisions of the Agreement.

1.4 Verizon reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3) or other Applicable Law, (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) or other Applicable Law to provide to AT&T, or (c) is an item that Verizon is not required to offer to AT&T at the rates set forth in the Amended Agreement. AT&T reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under 47 U.S.C. Sec 251(c)(3) or other Applicable Law, (b) is a Network Element Verizon is required to provide by 47 U.S.C. Sec. 251(c)(3) or other Applicable Law to AT&T, or (c) is an item that Verizon is required to offer to AT&T at the rates set forth in the Amended Agreement.

2. Definitions

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.0 Applicable Law

All laws, rules and regulations, including, but not limited to, the Act, effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.

2.1 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches or wire centers (including Verizon facilities located at AT&T's premises), that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

2.3 Dedicated Transport.

A transmission facility between Verizon switches or wire centers, (including Verizon facilities located at AT&T's premises), within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. This loop type is more fully described in applicable ANSI standards, as revised from time to time. A DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate.

2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. This Loop type is more fully described in applicable ANSI standards, as revised from time to time. A DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate.

2.8 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to AT&T, would be used for the purpose of serving AT&T's customers using DS1 or above capacity Loops.

2.9 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a feeder/distribution interface.

2.10 FTTH Loop.

A mass market Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in a wire center and the demarcation point at the end user's customer premises. FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB")

2.11 Inside Wire Subloop.

As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled distribution facility in Verizon's network between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility.

2.12 Hybrid Loop.

Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB.

2.13 Line Conditioning.

The removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.14 Line Sharing.

The process by which AT&T is providing xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency

portion of any inside wire (including any Inside Wire Subloop) owned or controlled by Verizon.

2.15 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop

2.16 Local Switching.

The line-side and trunk-side facilities associated with the line-side port on a circuit switch in Verizon's network, plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including but not limited to the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including but not limited to the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including but not limited to the connection between the trunk termination and a trunk card).

2.17 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, and that is provided to AT&T to serve AT&T's end user customers over DS0 Loops.

2.18 Declassified Network Elements.

Any facility that Verizon was obligated to provide to AT&T on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT, but which, except as otherwise provided in Section 3.8.3 below, Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C § 251(c)(3) and 47 C.F.R. Part 51. Declassified Network Elements include the following: (a) Dedicated Transport not provided for in Section 3.5; (b) DS3 Loops above two at a single customer location; (c) DS3 transport facilities above twelve on a single Route, (d) Enterprise Switching (e) OCn Loops and OCn Dedicated Transport; (f) the Feeder portion of a Loop; (g) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with AT&T's use of Verizon Mass Market Switching; (h) Signaling that is not provisioned in connection with AT&T's use of Verizon's Mass Market Switching; and (i) Packet Switching.

2.19 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the

Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.20 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

2.21 Route.

For purposes of FCC Rule 51.319 (e)(1) through (e)(5), a transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.22 Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points

2.23 Subloop for Multiunit Premises Access.

Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. For access to copper Subloops, it is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.24 Loop Distribution.

The portion of a Loop in Verizon's network that is between the point of demarcation at an end user customer premises and Verizon's feeder/distribution interface. It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.25 Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

3. UNE TRO Provisions

3.1 Loops.

3 1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date:

3.1.1.1 DS1 Loops. Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.1.1.2 DS3 Loops. Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.1.1 2.1 Cap on DS3 Loops. In accordance with FCC rule 51.319(a)(5)(iii), AT&T may obtain on an unbundled basis a maximum of two (2) DS-3 Loops at any single end user location.

3.1.2 FTTH Loops

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, AT&T shall not be entitled to obtain nondiscriminatory access to a FTTH Loop on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously has not been served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the conditions in this Section below, AT&T shall not be entitled to obtain nondiscriminatory access to a FTTH Loop on an unbundled basis when Verizon has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

3.1.2.3 Verizon shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless Verizon retires the copper Loop pursuant to the terms of this Section 3.1.2.

3.1.2.4 If Verizon maintains the existing copper Loop pursuant to Section 3.1.2.3 above, it need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 3.1.2.3, in which case Verizon shall restore the copper Loop to serviceable condition upon AT&T 's request.

3.1.2.5 If Verizon retires the copper Loop pursuant to Section 3.1.2.7 below, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop on an unbundled basis.

3.1.2.6 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.1.2.7 below.

3.1.2.7 For retirement of copper Loops or cooper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the FCC and AT&T at least 180 calendar days before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all the requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.1.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops also apply to the retirement of copper Subloops.

3.1.2.8 Verizon shall not make any changes to the underlying Loop architecture without providing notice of intent to make the change and notifying AT&T at least 180 calendar days before the actual change, and unless Verizon can demonstrate, in writing, if so requested by AT&T, that the proposed change will not, in any way, reduce the transmission capability of an unbundled Loop type employed by AT&T that would be affected by the change. Verizon shall not migrate AT&T copper loops onto other network architectures without AT&T's prior approval.

3.1.2.9 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of copper Loop or copper Subloop that have met the applicable requirements of this Section 3.1.2 shall be implemented according to mutually agreeable change management procedures.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, AT&T shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall provide AT&T with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path (i.e., equivalent to DS0 capacity) between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date, AT&T shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

IDLC Hybrid Loops. If AT&T requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop)("IDLC"), Verizon shall provide AT&T unbundled access to a transmission path over Hybrid Loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, Verizon shall provide AT&T a technically feasible method of unbundled access.

3.1.5 Dark Fiber Loops.

Dark Fiber Loops. Verizon shall continue to provide AT&T with nondiscriminatory access to dark fiber loop on an unbundled basis.

3.1.6 Network Interface Device.

If AT&T requests access to a Loop, Network Interface Device ("NID") functionality shall be provided with such Loop and no additional NID charge shall be included.

3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date:

3.2.1 Line Sharing.

3.2.1.1 New Line Sharing. Verizon shall provision new Line Sharing arrangements in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions prescribed by the FCC in 51.319(a)(1)(i).

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Subloop in place with an end user customer of AT&T will be grandfathered at existing rates, provided AT&T began providing xDSL service to that end user customer using Line Sharing over that Loop or Subloop prior to October 2, 2003, and only so long as AT&T has not ceased providing xDSL service to that end user customer at the same location over that Loop or Subloop.

3.2(A) Line Splitting.

Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at the Central Office.

Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

AT&T may, at its option, utilize the LSR process to order line splitting.

3.2 (B) Line Conditioning.

Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

Where AT&T seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in Section 51 233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either:

(a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop. and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or

(b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

If, after evaluating Verizon's showing under section 51.319(a)(l)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high frequency portion of the newly conditioned loop or Subloop.

3.2(C) Maintenance, Repair, and Testing.

Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the

purpose of testing, maintaining, and repairing copper loops and copper Subloops.

3.3 Subloop. As of the Amendment Effective Date, all provisions in the Agreement governing Inside Wire, House and Riser, or House and Riser Cable are hereby deleted and replaced by this Section 3.3 which shall supersede other provisions in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective Date.

3.3.1 Definition - A Subloop (including Inside Wire Subloops, defined below) is a portion of a copper loop, or hybrid loop, between any technically feasible point on Verizon's outside plant, including inside wire owned or controlled by Verizon, and the end-user customer premises. A Subloop includes all intermediate devices (e.g. repeaters and load coils), and includes the features, functions, and capabilities of the loop. A Subloop includes two-wire and four-wire analog voice grade Subloops and two-wire and four-wire Subloops conditioned for digital subscriber line service, regardless of whether the Subloops are in service or held as spares. Subloops shall include the NID functionality, and Verizon shall not impose any separate charge for such functionality when provided as part of the Subloop network element.

3.3.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the copper facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:

a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

b. at a distribution frame in Verizon's central office.

c. at any point that the Commission has determined, in any proceeding, is technically feasible.

3.3.3 Subloop Element - Functionality and General Requirements

3.3.3.1 Subloop Element includes but is not limited to the following functionality:
(a) Loop Concentration/Multiplexing Functionality
(b) Loop Distribution
(c) Inside Wire Subloop

3.3.4 Subloop Element - General Requirements

3.3.4.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop, which includes the NID functionality, or any Subloop element (i.e., Loop Concentration/Multiplexing Functionality, Loop Distribution, and Inside Wire Subloops), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as stated in 3.3.10.8, Subloop elements shall be available to AT&T through the standard ordering process.

3.3.4.2 Verizon shall provide all Subloop elements or Subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a Subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the Subloop element into conformance. During the period when a Subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use.

3.3.4.3 AT&T may connect to any Subloop element at any technically feasible point and in any technically feasible manner, and Verizon will not in any manner restrict or delay access to such technically feasible points If AT&T and Verizon are unable to reach agreement as to technical feasibility within 30 days of AT&T's request, Verizon must file a petition with the Commission that demonstrates that it is not technically feasible to unbundle the Subloop at the point requested. AT&T may access the Inside Wire Subloop at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T, shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s)

3.3.4.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T, at its option, will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI. Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days.

3.3.4.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures within timeframes consistent with those required for an interconnection request from AT&T under this Amended Agreement.

3.3.5 Loop Concentration/Multiplexing Functionality

3.3.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon's deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
(ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
(iii) aggregates a specified number of signals or channels to fewer channels (concentrating);
(iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and
(v) in some instances performs electrical to optical (E/O) conversions.

3.3.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.

3.3.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

3.3.6 Technical Requirements

3.3.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling

involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

3.3.6.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

3.3.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.

3.3.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

3.3.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

3 3.6.6 Verizon shall provide AT&T real time performance and alarm data associated with AT&T's traffic, if and when technically feasible, and to partition such data for AT&T specifically where feasible.

3.3.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.

3 3.7 Interface Requirements

3.3.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.

3 3.7 2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-n, if the equipment deployed is capable of providing such interfaces at the serving wire center.

3.3.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center.

3.3.7.4 If technically feasible, Loop Concentration/Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

3 3 7 5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network.

3.3.7.6 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.

3.3.8 Loop Distribution

3.3.8.1 The Loop Distribution Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device.

3.3.8.2 The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T.
If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in this Amended Agreement.

3.3.8.3 In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.

3.3.8.4 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 3.3.9 below.

3.3.8.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in this Amended Agreement.

3.3.8.6 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that it is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.

3.3.9 Multi-Tenant Environments (MTEs)

3.3.9.1 Inside Wire Subloop

The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises, e.g., inside wire owned or controlled by Verizon between the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and Verizon's demarcation point as defined in FCC Rule 68.3.

3.3.9.2 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

3.3.9.3 Access terminals may be located at technically feasible points including but not limited to those at, near, or on the customer premises, such as the pole or pedestal, the NID, the minimum point of entry to the customer premises (MPOE), the single point of interconnection, and/or the feeder/distribution interface.

3.3.9.4 Inside Wire Subloop Element Configurations may include:

3.3.9.5 Loop Distribution Subloops, described in 3.3.8 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

3.3.9.6 Inside Wire Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Inside Wire SubLoop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the Inside Wire Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to the Inside Wire Subloop serving the customer.

3.3.9.7 Inside Wire Subloops may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Inside Wire Subloops shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Inside Wire Subloops.

3.3.10 Requirements

3.3.10.1 AT&T, at its option, may connect to Verizon Inside Wire Subloops regardless of whether a SPOI exists or is subsequently established at that premises.

3.3.10.2 AT&T, at its option, may access Inside Wire Subloops owned or controlled by Verizon by:

a. utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or

b. installing its own terminal block in the vicinity of the existing Verizon terminal block where the wiring terminates.

3.3 10.3 AT&T's terminal block may be placed within any Verizon enclosure when space exists.

3.3.10.4 Verizon may not require AT&T to collocate in order to access Inside Wire Subloops.

3.3.10.5 Connectivity between AT&T's terminal block and Verizon's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.

3.3.10.6 When AT&T uses Verizon's terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.

3.3.10.7 When Verizon neither owns nor controls the wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an enclosure installed by Verizon. In such case, Verizon will not limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner.

3.3.10.8 When AT&T uses only the Inside Wire Subloop(s), such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the Subloop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Inside Wire Subloop is used and a count of the Inside Wire Subloops (i.e., pairs) used at that address during the period covered by the report.

3.3.10.9 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Inside Wire Subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is an Inside Wire Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use

3.3.10.10 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.

3.3 10.11 First Pair Requirement - Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises.

3.3.11 Single Point of Interconnection

3.3.11.1 The SPOI is a cross-connect device that provides non-discriminatory access for cross connections to all Subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises.

3.3.11.2 Verizon must, at AT&T's request, cooperate in any reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point.

3.3 11.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI.

3.3 11.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

3.3.11.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process of this Amended Agreement.

3.3.11 6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

3.3.11.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made

3.3.12 Demarcation Point

3.3.12.1 Demarcation Point is the point where the control, but not necessarily the ownership of the Inside Wire Subloop changes from the carrier to the building owner or service subscriber.

3.3 12.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MTE to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

3.3.12.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

3.3.12.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner to connect to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active.

3.3.12.5 When AT&T opts to move its service to the newly established demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active.

3.3.12.6 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.

3.3.12.7 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring, including operations support and charges for such support.

3.4 Unbundled Local Switching.

3.4.1 General Requirements. Verizon shall provide unbundled Local Switching to AT&T under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C F.R. Part 51 or other Applicable Law.

3.4.2 **[INTENTIONALLY OMITTED]**

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date , Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or

Tandem Switching that Verizon is otherwise obligated to make available to AT&T under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C F R. Part 51 or other Applicable Law. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Declassified Network Element, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

3.5.1 **[INTENTIONALLY OMITTED]**

3.5.2 Dedicated Transport. On or after the Amendment Effective Date, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.5.2.1 Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of AT&T or a third party is not Dedicated Transport; (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport; and (c) Dedicated Transport does include transport between a Verizon wire center or switch and Verizon's facilities collocated at a CLEC's premises. Notwithstanding the provisions herein, Dedicated Transport for purposes of interconnection and Dedicated Transport for reciprocal compensation purposes, and the Parties' obligations to provide such, are as set forth in the applicable provisions of the Agreement. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Declassified Network Elements described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. AT&T may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits on any single Route on which unbundled transport is otherwise available. Transmission paths between identical end points are considered on a single Route regardless of whether any intermediate interconnection points are included. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Declassified Network Element.

3.5.3 Dark Fiber Transport. On or after the Amendment Effective Date, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, and in accordance

with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51or other Applicable Law:

3.5.3.1 Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of AT&T or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Declassified Network Element under the Amended Agreement.

3.6 Commingling, Conversions, and Combinations.

3.6.1 Commingling and Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the conditions set forth in the following Section 3.6.2, Verizon shall permit AT&T to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination as of October 2, 2003. Commingling is defined as set forth in FCC Rule 51.5. Verizon shall, upon request of AT&T, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that AT&T has obtained at wholesale from Verizon. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.6.2 below. Subject to Section 3.6.2.2, the rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to UNEs or Combinations or to the Declassified Network Elements as set forth in Exhibit A to this Amended Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required.

3 6 2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services. Unless modified by FCC action, including but not limited to a waiver issued by the FCC, or unless the Commission establishes different rules or requirements, AT&T and Verizon agree to comply with the requirements for use of UNEs as set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.

3.6.2.1 To the extent the service eligibility criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these criteria. AT&T may elect to self certify using a written or electronic request sent to Verizon. AT&T must remain in compliance with said service eligibility criteria for so long as AT&T continues to receive the aforementioned combined, converted, or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For circuits existing as of the

Amendment Effective Date, AT&T must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of Verizon's written request for such re-certification.

3.6.2.3. There will be no charges for conversion from wholesale to UNEs or UNE combinations.

3.6.2.3A Any substitution of UNEs for wholesale services shall be subject to all of the requirements of the Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following:

3.6.2.3A.1 When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of AT&T.

3.6.2.3A.2 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.

3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually. AT&T may request conversions of any existing service or group of services to UNEs by submitting a written or electronic request. Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from AT&T and recurring charges for UNEs set forth in Verizon's applicable tariffs shall apply as of such date, but in any event no earlier than October 2, 2003 as specified in TRO paragraph 589. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section.

3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.

3.6.2.6 **[INTENTIONALLY DELETED]**

3.6.2.7 Once per calendar year, Verizon may, pursuant to the terms and conditions of this section, obtain and pay for an independent auditor to audit AT&T's compliance in all material respects with the service eligibility criteria applicable to EELs. Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with Applicable Law. AT&T and the FCC shall each be given thirty (30) days' written notice of a scheduled audit. Any such audit shall be performed in accordance with the standards established

by the American Institute for Certified Public Accountants and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that AT&T failed to comply in all material respects with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then AT&T will take action to correct the noncompliance and true up any difference in payments and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm AT&T's compliance in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then AT&T shall provide to the independent auditor a statement of AT&T's costs of complying with any requests of the independent auditor, and Verizon shall then reimburse AT&T for its costs within thirty (30) days after receiving AT&T's statement. AT&T shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit.

3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall make such routine network modifications in a nondiscriminatory fashion as are necessary to permit access by AT&T to the Loop (including Dark Fiber Loops), Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon need not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of AT&T. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable; adding an equipment case; adding a doubler or repeater; line conditioning; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber; accessing manholes; deploying bucket trucks to reach aerial cable; installing equipment casings; and routine activities, if any, needed to enable AT&T to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the construction of a new Loop.

3.8 Transitional Provisions for Declassified Network Elements.

In accordance with, but only to the extent required by 47 U.S.C. Sec. 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law, Verizon and AT&T will abide by the following transitional procedures with respect to Declassified Network Elements.

3.8.1 With respect to any Declassified Network Elements, Verizon will notify AT&T in writing as to any particular unbundled facility previously made available

to AT&T that is or becomes a Declassified Network Element, as defined herein ("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements. The notice shall include sufficient information to enable AT&T to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable AT&T to identify the Identified Facility, AT&T may, in writing, reject the notice and request additional information. For avoidance of any doubt, Identified Facilities can only include the following: OCn Loops; OCn transport; Dedicated Transport not provided for in Section 3.5 of this Amendment; DS3 Loops above two at a single customer location; DS3 transport facilities above twelve on a single Route; Packet Switching; Local Switching that serves capacities of DS1 and above; Feeder Subloop; and signaling, Call Related Databases (except for 911 and E911 databases) and shared transport, when not purchased with unbundled Local Switching.

3.8.2 For any Packet Switching or Feeder Subloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of 120 days from the date AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.8.3 For OCn Loops, OCn transport, Dedicated Transport not provided for in Section 3.5 of this Amendment; DS3 Loops above two at a single customer location, DS3 transport facilities above twelve on a single Route, Local Switching that serves capacities of DS1 and above, and Call-Related Databases and associated Signaling, and shared transport, when not purchased with unbundled Local Switching, that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.8.4 Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for such conversion.

3.9 Further Changes to Unbundling Obligations

Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 above, nothing contained in this Amendment is intended to waive either Party's right to incorporate any Commission decisions involving Mass Market Switching or Enterprise Switching and resulting from the Massachusetts TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.

3.10 Hot Cut Performance Metrics and Remedies

The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions of the Agreement in accordance with Exhibit B annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit B. The agreed upon measures and remedies shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement.

In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit B annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment.

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment, and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges, if any, for Services provided under this Amendment shall be those set forth herein.

1.3 Any additional charges for a Service under this Agreement shall be mutually agreed to by the Parties in writing.

EXHIBIT A

1.0 Introduction

1.1 The following terms are applicable to those Network Elements that Verizon is no longer required to provide on an unbundled basis pursuant to the terms of the Agreement after Amendment Effective Date, but before the conclusion of any state impairment proceedings associated with the TRO. For any such network elements that also qualify as an Identified Facility pursuant to Section 3.8 of Amendment No. ___ to the Agreement, and for which AT&T has submitted a request for a Declassified Network Element, Verizon shall also comply with the transition requirements set forth in that section.

1.2 Upon request, Verizon shall make available to AT&T the following Declassified Network Elements under the rates, terms and conditions set forth in this Exhibit:

- OCn loops,
- OCn transport,
- dedicated transport not provided for in Section 3.5,
- DS3 loops above two at a single customer's location,
- DS3 transport facilities above twelve on a single route,
- local switching that serves capacities of DS1 and above,
- signaling, call related databases and shared transport, when not purchased with unbundled local switching.

2.0 OCn Access

Verizon shall provide OCn access as set forth in this Section. OCn is an optical interface designed to work with a Synchronous Optical Network (SONET). SONET is an optical interface standard for translating electronic communications signals into photonic signals for transmission across fiber optic facilities. Ideally, SONET transmission systems are laid out in a ring formation to provide redundancy. OCn transmission facilities are deployed as SONET channels having a bandwidth of typically 155.52 Mbps (OC3 or the equivalent capacity of 3 DS3s) and higher, *e.g.*, OC12 (622.08 Mbps); OC48 (2.488 Gbps).

2.1 Declassified OCn Loops

2.1.1 Verizon shall provide access to a Declassified OCn Loop. The Declassified OCn Loop, is a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the loop demarcation point at the end user premises. The Declassified OCn Loop shall be terminated at an appropriate network interconnect device. Specifically, AT&T shall have access to the NID and any associated Inside Wire Subloop pursuant to the rates, terms and conditions of the Agreement. The Declassified OCn Loop also includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics

(except those electronics used for the provision of advanced services). Access to the Declassified OCn Loop shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data. The OCn loop includes the secondary or redundant transmission path between the loops end points (or diverse virtual path if a physical diverse path is not technically feasible). Notwithstanding the foregoing, when Verizon deploys such technology as Next Generation Digital Loop Carrier (NGDLC), the OCn loop may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or controlled by Verizon.

2.1.2. Declassified OCn Loops are subject to the transmission, transmission-related functionalities and other OCn requirements as set forth in the Agreement.

2.1.3 Declassified OCn Loops also shall be subject to the loop requirements set forth in the Agreement, and shall be provided at just and reasonable rates.

2.2 **Declassified OCn Dedicated Transport**

2.2.1 In addition to providing access to Declassified Dedicated Transport as set forth in the Agreement, Verizon will also provide access to the Declassified OCn Dedicated Transport, between any Verizon switch, serving wire center or other Verizon location, or between any Verizon switch, serving wire center or other Verizon location and an AT&T switch, serving wire center or other AT&T location at OC3 (155.520 Mbps) and OC12 (622.080 Mbps) interfaces. In addition, Verizon offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity. AT&T may request other interface options pursuant to the BFR process.

2.2.2 When Verizon provides Declassified OCn Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system shall be dedicated to AT&T's use.

2.2.3 OCn Declassified Dedicated Transport shall meet the technical requirements set forth in the Agreement. Verizon also shall provide cross-office wiring up to a suitable Point of Termination (POT) between Declassified Dedicated Transport and AT&T designated equipment, and shall provide a fiber cross connect for optical signals for the physical POT.

2.2.4 OCn dedicated access shall be provided in accordance with the requirements set forth in the Agreement; and shall be provided at just and reasonable rates.

3.0 **Declassified DS3 Loops**

3.1 Verizon shall provide access to the Declassified DS3 Loop. The Declassified DS3 loop is a 44.736 Mbps transmission facility between a distribution frame, or

its equivalent, in an incumbent LEC central office, and the loop demarcation point at the end user premises. The Declassified DS3 Loop shall be terminated at an appropriate network interconnect device. Specifically, AT&T shall have access to the NID and any associated Inside Wire Subloop pursuant to the rates, terms and condition of the Agreement. A Declassified DS3 Loop includes three or more DS3 loops at a single customer location.

3.2 Verizon shall provide access to Declassified DS 3 loops in accordance with the requirements set forth in the Agreement, and shall be provided at just and reasonable rates.

4.0 Declassified Dedicated Transport (non OCn)

4.1 In addition to providing access to Declassified OCn Dedicated Transport as set forth in the Agreement, Verizon shall also provide access to Declassified Dedicated Transport. Declassified Dedicated Transport includes dedicated transport of more than 12 DS3 circuits along a given route, and dedicated transport not used for interconnection that is between a Verizon switch serving wire center or other Verizon location and an AT&T switch serving wire center or other AT&T location. Transmission paths between identical end points are considered the same route.

4.2 Verizon shall provide access to Declassified Dedicated Transport in accordance with the requirements set forth in the Agreement, and at just and reasonable rates.

4.3 Verizon shall offer access to Unused Transmission Media associated with any Declassified Dedicated Transport not used for interconnection that is between a Verizon serving wire center or other Verizon location and an AT&T serving wire center or other AT&T location. Unused Transmission Media is physical transmission media (e.g., optical fiber, copper conductors, unused wireless frequencies, and coaxial cable) which is "in place" in Verizon's network between the locations described above in this section, but which is not being used to provide service. This is commonly referred to as spare coax, or Dark Fiber pairs. Dark Fiber, one type of unused transmission media, is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground cables which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

4.3.1 Unused Transmission Media access shall be provided consistent with the terms and conditions in the Agreement, and at just and reasonable rates.

5.0 Declassified Enterprise Local Switching

5.1 Verizon shall provide access to Declassified Enterprise Local Switching, including Tandem Switching. Declassified Enterprise Local Switching is local switching, as that term is defined in the Agreement, that serves capacities of DS1 and above. Tandem Switching establishes a communications path between two switching offices through a third switching office.

5.2 Verizon agrees to provide Declassified Enterprise Local Switching under the same terms and conditions as set forth in the Agreement, and at just and reasonable rates.

5.3 Verizon shall provide the following interfaces with Declassified Enterprise Local Switching:

DS1 (DID)	trunk side associated with a PBX
DS1 (IOF)	trunk side, associated with Dedicated Transport

6.0 Declassified Signaling Call Related Databases and Shared Transport

6.1 Verizon shall provide access to Declassified Signaling, Call Related Databases and Shared Transport. Declassified Signaling, Call Related Databases and Shared Transport are purchased without the concurrent purchase of Unbundled Local Switching.

6.2 Verizon shall provide access to Declassified Signaling, Call Related Databases and Shared Transport under the terms and conditions set forth in the Agreement for: Dedicated Shared Transport; Dedicated Call Related Databases; and Dedicated Signaling. And, at the additional terms set forth below, as applicable. Verizon also shall provide Declassified Signaling, Call Related Databases and Shared Transport, at just and reasonable rates.

6.3. Additional Technical Requirements for Call Related Databases

In addition to the terms and conditions set forth in the Agreement, Verizon shall provide access to Declassified Call Related Databases in accordance with the following additional requirements:

6.3.1 Verizon shall provide physical interconnection to SCPs through the SS7 network and protocols as specified in Section 3.4 (Signaling and Signaling System 7) of this Agreement, with TCAP as the application layer protocol.

6.3.2 Verizon shall provide physical interconnection to databases via existing interfaces and industry standards and protocols.

6.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in the industry standard technical reference (which applies to both SS7 and non-SS7 interfaces).

6.3.4 For Declassified CNAM Databases access, the signaling interface between the AT&T or other local switch and the toll free number database shall use the TCAP protocol as specified in Section 3.4 (Signaling and Signaling System 7) of this Agreement).

7.0 Additional Requirements

Verizon agrees to offer the Declassified Network Elements set forth in this Exhibit A consistent with the applicable cooperative testing requirements as may be set forth in the Agreement, and shall also comply with the commingling requirements in Section 3.6 of the TRO Attachment, and the routine network modification requirements in Section 3.7.

Exhibit B

- Percentage of hot cuts completed on-time, currently 3.2.3 in Schedule 26.0 of he Agreement, should be expanded and disaggregated to include performance for large submissions of Basic (or Individual) Hot Cuts, Bulk or Project Hot Cuts, and Batch Hot cuts. The performance standard should be comparable to that experienced by consumers under UNE-P, 99% on time. The intervals should be commensurate with UNE-P and Verizon's winback efforts; while the interval may reasonably be "stratified" or disaggregated to account for differences between large fully-staffed central office and remote, unstaffed manual offices, the batch interval should not exceed the current interval for Basic Hot Cuts.
- Non-discriminatory average interval offered. Average interval offered and completed for all disaggregation of hot cuts should be at parity with Vz Retail offered and completed interval for addition of new lines with no dispatch.
- Percentage of hot cuts completed without a service disruption. Hot cut processes should be structured so that all customer outages during a hot cut are captured in the I code metric. I code reporting should be disaggregated for hot cuts. A very high Percentage of hot cuts must be completed without a service disruption, given the direct customer impact of a service disruption, consumer expectations from UNE-P, and Verizon's description of the ease of training craft. The performance standard for disaggregated hot cuts (including Individual, Bulk and Batch Hot Cut) should be <1%. This should span Basic, Bulk Projects, and Batch cuts.
- Average duration of service interruption. The duration of a customer's outage should be very short given the controlled central office environment. The

performance standard should be 95% I codes TTR< 15 minutes to provide a high availability rate.

- Percentage completed without timely notification. Under the Basic and Large Job hot cut processes, AT&T is responsible for activation of the ported number at NPAC following cutover of the loop. AT&T will not use the Batch process if it includes Verizon responsibility for this step. As a result, any process that AT&T uses will require Verizon to promptly notify AT&T following the loop cutover that the cutover is complete so that AT&T can activate the number at NPAC. Given the customer impact of AT&T not being able to complete the number portability transaction until it is notified by Verizon that the hot cut is complete, the performance standard for the notification should be commensurately high: 99.5% of the notifications issued timely (within 15 minutes) after the completion (regardless of whether the hot cut was completed timely or not).
- Separating linked Hot Cut Metrics. Remedies associated with Hot Cut metrics (Basic, Bulk/Projects, and Batch Cuts) should be calculated separately from the automatic bill credit remedies associated with other metrics.
- Minimum $50 Million Remedy. Verizon should potentially be subject to at least $50 million in remedies under the Amended Agreement solely as the result of poor hot cut (Basic, Bulk/Projects, and Batch cuts) performance. These funds should not be capped on a per month basis, meaning that Verizon could be liable for the full dollar amount in any given month of the year if its performance warranted it, but, in any event, would not be liable to AT&T for more than the full

dollar amount in any one year period. Verizon should be subject to additional penalties for missing performance standards in consecutive months.