Jim Pachulski

From: Jim Pachulski [jpach@technetlaw.com]
Sent: Monday, May 08, 2006 4:41 PM
To: 'K.C. Halm'
Cc: 'steve.kanitra@verizon.com'
Subject: RE: Charter fiber meet
Attachments: Charter-FiberMeetAmendment-Draft 050106-.doc

KC,

Thanks for the update. Attached is a revised draft of the fiber meet amendment. I would recommend that we have at least one call to discuss this draft before filing any request for mediation.

Jim

From: K.C. Halm [mailto:KHalm@crblaw.com]
Sent: Monday, May 08, 2006 4:35 PM
To: jpach@technetlaw.com
Cc: steve.kanitra@verizon.com
Subject: RE: Charter fiber meet

Jim -

Thanks for the update. I don't have any new information on the Illinois amendment. As you know, another attorney in this firm, Mike Sloan, is handling that issue. I will certainly try to find out whether there is anything else to report on this issue and will follow up as information becomes available.

As to the fiber meet negotiations, given that we have made no progress in almost two month Charter is going to ask the Massachusetts DTE to mediate the unresolved issues. I will be copying you and Steve on the mediation request letter.

Let me know if you have any questions in the mean time.

K.C. Halm
Cole, Raywid & Braverman, LLP
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Washington, D.C. 20006
202.828.9887 (office)
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From: Jim Pachulski [mailto:jpach@technetlaw.com]
Sent: Friday, April 14, 2006 10:02 AM
To: K.C. Halm
Cc: steve.kanitra@verizon.com
Subject: Charter fiber meet

KC,

I just wanted to give you an update. We completed reviewing our draft counterproposal with our SMEs and I've sent the draft to Verizon's legal department for review. My contact is currently on vacation, so I don't know when he'll be able to review it.

Have you made any progress on the adoption of a replacement agreement for IL? We've been hearing since January that Charter is on the brink of adopting another agreement.

James G. Pachulski
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****

AMENDMENT NO. __

to the

INTERCONNECTION AGREEMENT

between

[VERIZON LEGAL ENTITY]

and

[CLEC FULL NAME]

This Amendment No. [NUMBER] (the "Amendment") is made by and between [VERIZON LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [CLEC FULL NAME] ("***CLEC Acronym TXT***"), a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS], and shall be deemed 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*** are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services only in Verizon's service territory in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME] (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*** are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated [INSERT DATE] (the "Agreement"); and]

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

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

WHEREAS, ***CLEC Acronym TXT*** has requested that the Parties amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement ").

2. Fiber Meet Arrangement Provisions.

2.1 Fiber Meet Arrangement Requests.

2.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if the Parties have consistently been exchanging applicable traffic (as set forth in Section 2.34 below) in the relevant exchange(s) in an amount equal to a utilization level of at least one (1) DS3.

2.1.2 In addition, ***CLEC Acronym TXT*** may request a Fiber Meet arrangement by providing written notice thereof to Verizon if (a) in the preceding month the Parties exchanged applicable traffic in the relevant exchange(s) in an amount equal to a utilization level of at least seventy percent (70%) of one (1) DS3; (b) the amount of such traffic exchanged during the preceding three month period increased by at least eight percent (8%); and (c) ***CLEC Acronym TXT*** has submitted a good faith, written forecast to Verizon showing that the Parties will consistently exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS3 within the next twelve (12) months. Requirement (a) in this Section 2.1.2 will be deemed satisfied where the Parties have activated at least 20 DS1s on a DS3 used to exchange applicable traffic and the amount of applicable traffic exchanged on such activated DS1s (excluding those DS1s used solely and exclusively for intraLATA toll traffic originated by Verizon's Customers, 911 traffic, Operator Services/Directory Assistance traffic or Exchange Access traffic between ***CLEC Acronym TXT***'s Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem) was, on average, at least 200,000 minutes of use per DS1 for the relevant month or at least 600 busy hour Centium Call Seconds (BHCCS) of use per DS1 for the relevant month. If ***CLEC Acronym TXT*** requests and the Parties agree to establish a Fiber Meet arrangement under this Section 2.1.2, the Parties will work cooperatively and use commercially reasonable efforts to implement such Fiber Meet arrangement prior to the time the Parties begin exchanging applicable traffic in an amount equal to a utilization level of one (1) DS3. If the Parties establish a Fiber Meet arrangement under this Section 2.1.2, then, for any month (except for the first month after the establishment of such Fiber Meet arrangement) that Verizon determines that the Parties did not exchange applicable traffic over such Fiber Meet arrangement in an amount equal to a utilization level of at least one (1) DS3, Verizon may bill (and ***CLEC Acronym TXT*** shall pay) Verizon's short-term (month to month) Tariff rates for a DS3 Channel Termination, a DS3/DS1 Multiplexer and, if applicable, mileage between Verizon wire centers.

2.1.3 Further, ***CLEC Acronym TXT*** may request a Fiber Meet arrangement by providing written notice thereof to Verizon if (a) the Parties are not already exchanging traffic in the LATA; (b) ***CLEC Acronym TXT*** has ordered DS3 facilities from Verizon for exchanging applicable traffic in the relevant exchange(s); (c) Verizon has responded to such order by indicating that the requested facilities are not available; and (d) ***CLEC Acronym TXT*** has submitted a good faith, written forecast to Verizon showing that the Parties will consistently exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS3 within the next twelve (12) months. If the Parties establish a Fiber Meet arrangement at ***CLEC Acronym TXT***'s requestunder this Section 2.1.3, then, for any month (except for the first twelve (12) months after the establishment of such Fiber Meet arrangement) that Verizon determines that the Parties do did not exchange applicable traffic

over such Fiber Meet arrangement in an amount equal to a utilization level of at least one (1) DS3, Verizon may bill (and ***CLEC Acronym TXT*** shall pay) Verizon's short-term (month to month) Tariff rates for a DS3 Channel Termination, a DS3/DS1 Multiplexer and, if applicable, mileage between Verizon wire centers.

2.1.4 ***CLEC Acronym TXT*** may request a Fiber Meet arrangement by providing written notice thereof to Verizon if ***CLEC Acronym TXT*** has submitted a good faith, written forecast to Verizon showing that the Parties will consistently exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS3 within the next twelve (12) months. If the Parties establish a Fiber Meet arrangement under this Section 2.1.4, Verizon may request (and ***CLEC Acronym TXT*** shall promptly provide) either: (a) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon; or (b) a cash security deposit in U.S. dollars held by Verizon. The letter of credit or cash security deposit shall be in an amount determined by Verizon based upon Verizon's anticipated costs (including, without limitation, labor at Verizon's Tariff rates for the deployment) of facilities for such Fiber Meet arrangement. If Verizon requests a letter of credit or cash deposit, Verizon shall not have an obligation, it otherwise would have, to establish a Fiber Meet arrangement under this Amendment until ***CLEC Acronym TXT*** provides such letter of credit or cash deposit to Verizon. If ***CLEC Acronym TXT*** elects to provide a cash security deposit under this Section 2.1.4, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. In addition, if ***CLEC Acronym TXT*** elects to provide a cash security deposit under this Section 2.1.4, Verizon shall open an interest-bearing account in Verizon's name at a financial institution and deposit ***CLEC Acronym TXT***'s cash security deposit in such account, which shall bear a competitive rate of interest. If, twelve (12) months after establishment of a Fiber Meet arrangement under this Section 2.1.4, Verizon determines that the Parties are not consistently exchanging an amount of applicable traffic equal to a utilization level of at least one (1) DS3, then Verizon may (but is not obligated to) draw on the letter of credit or cash deposit upon notice to ***CLEC Acronym TXT*** in respect of costs actually incurred by Verizon to deploy facilities on such Fiber Meet arrangement (and for the avoidance of any doubt, such costs shall include, without limitation, the costs of labor, at Verizon's Tariff rates therefor). If Verizon so draws on a letter of credit or cash deposit, ***CLEC Acronym TXT*** hereby irrevocably waives any right it may have to make a claim or the like with respect to (or in connection with) the amounts that Verizon has drawn. In the event Verizon returns ***CLEC Acronym TXT***'s cash security deposit to ***CLEC Acronym TXT*** under the terms of this Amendment, Verizon will also provide to ***CLEC Acronym TXT*** the interest that Verizon actually receives from the financial institution with respect to ***CLEC Acronym TXT***'s cash security deposit held by such financial institution. Except as expressly set forth in this Section 2.1.4, (a) ***CLEC Acronym TXT*** shall not be entitled to any interest (or other payments, credits or the like) from Verizon with respect to any cash security deposit or letter of credit provided by ***CLEC Acronym TXT*** under this Amendment, and (b) ***CLEC Acronym TXT*** hereby irrevocably and unconditionally releases Verizon from any claims, suits, actions and the like and waives any rights ***CLEC Acronym TXT*** may have, or in the future may acquire, with respect to receiving interest (or other payments, credits or the like) from

Verizon under this Amendment, Verizon's Tariffs, Applicable Law or otherwise with respect to any such any cash security deposit or letter of credit provided to Verizon. For the avoidance of any doubt, ***CLEC Acronym TXT*** will promptly provide to Verizon any interest (payments or the like) that ***CLEC Acronym TXT*** receives from Verizon with respect to any cash security deposit(s) in excess of the amount set forth in this Section 2.1.4.

2.1.5 For purposes of this Section 2.1, the Parties shall be deemed to have exchanged applicable traffic in an amount equal to a utilization level of at least one (1) DS3 where the amount of applicable traffic exchanged by the Parties was at least 5,600,000 minutes of use in a single month or at least 16,800 BHCCS of use in a single month.

2.2 Any ~~such~~ Fiber Meet arrangement established under Section 2.1 shall be subject to the terms of this Amendment. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augments and/or any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A. Each such document will be treated as confidential information.

~~2.2~~2.3 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. The Parties agree that, except as otherwise agreed by the Parties (e.g., in a highly unusual circumstance that might require a different standard), Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Wire Center and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for each Fiber Meet arrangement between the Parties. If the Parties cannot reach agreement on the location of a Fiber Meet Point for a Fiber Meet arrangement, either Party may pursue the dispute resolution process set forth in the Agreement.

~~2.3~~2.4 Except as otherwise agreed by the Parties, any Fiber Meet arrangements established under this Amendment shall be used only for the transmission and routing of Reciprocal Compensation Traffic [MAY NEED TO DEFINE THIS AND OTHER TERMS IF NOT DEFINED IN UNDERLYING AGREEMENT], translated LEC IntraLATA toll free service access code (*e.g.*, 800/888/877) traffic, and IntraLATA Toll Traffic, in each case between their respective Telephone Exchange Service Customers, as well as Tandem Transit Traffic, and Measured Internet Traffic, all in accordance with the Agreement. Operator Services/Directory Assistance traffic, 911 traffic, and Exchange Access traffic, including translated InterLATA toll free service access code (*e.g.*, 800/888/877) traffic, between ***CLEC Acronym TXT*** Telephone Exchange Service Customers and purchasers of Switched Exchange Service via a Verizon access Tandem, may be exchanged over Fiber Meet arrangements subject to applicable Verizon Tariff rates and charges. Except as otherwise agreed in writing by the Parties, point-to-point (*i.e.*, unswitched) access services and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements. Notwithstanding any other provision of the Agreement (including, without limitation, this Amendment) or otherwise, other than the obligation to pay any applicable intercarrier compensation charges pursuant to the

terms of the Agreement (as well as the obligation to pay Verizon's Tariff rates and charges for the traffic types addressed earlier in this Section 2.34 and Verizon's right to draw on a letter of credit or cash deposit established under this Amendment), neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment.

2.42.5 ***CLEC Acronym TXT*** will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Agreement.

3. Miscellaneous Provisions.

3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only 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 3.1. Capitalized terms used and not otherwise defined herein have the meanings set for in the Agreement.

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

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

3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

3.5 Joint Work Product. The Parties acknowledge that this Amendment is a joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon, and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

3.6 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

3.6.1 Fiber Network Interface Device ("FNID").

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

3.6.2 Maintenance Control Office.

Either Party's center responsible for control of the maintenance and repair of a circuit.

3.6.3 Non-Revertive.

Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.

3.6.4 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

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

[CLEC FULL NAME]	**[VERIZON LEGAL ENTITY]**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

[FOR CALIFORNIA, FLORIDA, PENNSYLVANIA, WASHINGTON and WEST VIRGINIA ONLY, ADD:]

Date: _____	Date: _____

Exhibit A

Technical Specifications and Requirements

for

CLEC Acronym TXT - [VERIZON LEGAL NAME] Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to ***CLEC Acronym TXT*** - [VERIZON LEGAL NAME] Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and ***CLEC Acronym TXT***'s [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the state of [STATE]. A diagram of FM No. [XX] is included as Appendix A.

2. Fiber Meet Points ("FMPs").

   2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.

   2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for ***CLEC Acronym TXT*** to connect [____] strands of its fiber cable [____] connectors. Verizon's FNID will be locked, but Verizon and ***CLEC Acronym TXT*** will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.

   2.3 ***CLEC Acronym TXT*** will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by ***CLEC Acronym TXT*** will be a [MANUFACTURER, MODEL]. ***CLEC Acronym TXT*** will bear the cost of installing and maintaining its FNID. The fiber patch panel within ***CLEC Acronym TXT***'s FNID will serve as FMP No. 2. ***CLEC Acronym TXT*** will provide a fiber stub at the fiber patch panel in ***CLEC Acronym TXT***'s FNID for Verizon to connect [____] strands of its fiber cable. ***CLEC Acronym TXT***'s FNID will be locked, but ***CLEC Acronym TXT*** and Verizon will have 24 hour access to their respective side of the fiber patch panel located in ***CLEC Acronym TXT***'s FNID.

3. Transmission Characteristics.

   3.1 FM No. [XX] will be built [as a ring configuration].

   3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

   3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].

   3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.

3.5 The optical transmission rate will be [Unidirectional] OC-[XX].

3.6 The path switch protection shall be set as [Non-Revertive].

3.7 Verizon and ***CLEC Acronym TXT*** shall provide [Primary Reference Source traceable timing].

4. Add Drop Multiplexer.

4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide ***CLEC Acronym TXT*** with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.

4.2 ***CLEC Acronym TXT*** will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. ***CLEC Acronym TXT*** will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, ***CLEC Acronym TXT*** must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in ***CLEC Acronym TXT***'s Add Drop Multiplexer.

4.3 ***CLEC Acronym TXT*** and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.

4.4 The Data Communication Channel shall be disabled between the Verizon and ***CLEC Acronym TXT*** Add Drop Multiplexers of FM No. [XX].

5. Testing.

Prior to turn-up of FM No. [XX], Verizon and ***CLEC Acronym TXT*** will mutually develop and implement testing procedures for FM No. [XX]

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to ***CLEC Acronym TXT*** as a final step of turn up of the FM No. [XX].

6.2 For one-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and ***CLEC Acronym TXT*** will control the CFA for the subtending facilities and trunks connected to ***CLEC Acronym TXT***'s slots. ***CLEC Acronym TXT*** will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and ***CLEC Acronym TXT*** shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and ***CLEC Acronym TXT***'s Add Drop Multiplexer in FM No. [XX].

6.3 For two-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), ***CLEC Acronym TXT*** shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. ***CLEC Acronym TXT*** shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

7.1 Verizon and ***CLEC Acronym TXT*** will inventory FM No. [XX] in their operational support systems before the order flow begins.

7.2 Verizon and ***CLEC Acronym TXT*** will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.

7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. ***CLEC Acronym TXT*** will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the ***CLEC Acronym TXT***'s side of the FMPs, as well as delivering its applicable traffic to the FMPs.

7.4 Verizon and ***CLEC Acronym TXT*** will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and ***CLEC Acronym TXT*** will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.

8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

CLEC Acronym TXT	Verizon
By:_____	By:_____

Appendix A

CLEC Acronym TXT - Verizon Fiber Meet No. [XX]
City, State