COLE, RAYWID & BRAVERMAN, L.L.P.
ATTORNEYS AT LAW
1919 PENNSYLVANIA AVENUE, N.W., SUITE 200
WASHINGTON, D.C. 20006-3458
TELEPHONE (202) 659-9750
FAX (202) 452-0067
WWW.CRBLAW.COM

LOS ANGELES OFFICE
2381 ROSECRANS AVENUE, SUITE 110
EL SEGUNDO, CALIFORNIA 90245-4290
TELEPHONE (310) 643-7999
FAX (310) 643-7997

K.C. HALM

ADMITTED IN
MARYLAND AND DC

KC.HALM@CRBLAW.COM
202-828-9887

September 12, 2006

VIA FEDERAL EXPRESS

Mary L. Cottrell, Secretary of the Department
Department of Telecommunications & Energy
Commonwealth of Massachusetts
One South Station, Second Floor
Boston, MA 02110

Re: DTE 06-56; Petition for Arbitration of Charter Fiberlink MA-CCO, LLC Pursuant to 47 U.S.C. § 252(b)

Dear Secretary Cottrell:

Pursuant to the order of Arbitrator Pieper in DTE Docket 06-56, Charter Fiberlink MA-CCO, LLC and Verizon New England, Inc. d/b/a Verizon Massachusetts, hereby file a jointly-prepared draft fiber meet point amendment which identifies each party's proposed contract language in this proceeding. As noted at the top of the document Verizon's proposed language is shown as underscored, while Charter's proposed language is shown in **bold**. That language which is not shown in underscore or bold has been agreed upon by the parties.

If you have any questions about this matter please contact me at the telephone number listed above. Thank you.

Sincerely,

K.C. Halm
Counsel for Charter Fiberlink MA-CCO, LLC

cc: Carol Pieper, Arbitrator
DTE 06-56 Service List

204095_1.DOC

Comparison of Charter-proposed and Verizon-proposed Fiber Meet Amdts. Language, DTE 06-56 (filed 091206)
Verizon proposed language {underscored}
Charter proposed language **{bold}**

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 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 Commonwealth of Massachusetts (the "Commonwealth").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), ***CLEC Acronym TXT*** adopted in the Commonwealth of Massachusetts, 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, the Parties agree to 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 ("Fiber Meet") by providing written notice thereof to the other Party[.] {if the Parties have consistently been exchanging applicable traffic (as set forth in Section 2.4 below) in the relevant exchange(s) in an amount equal to a utilization level of at least one (1) DS3}.

2.1.2 {***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.} **{Intentionally left blank.}**

2.1.3 {***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 under 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 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.} **{Intentionally left blank.}**

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 □herefore). 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.} {**Intentionally left blank**.}

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.} **{Intentionally left blank.}**

2.2 Any 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 SONET-Capable 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. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Technical Specifications and Requirements document, either Party may pursue the dispute resolution process set forth in the Agreement.

2.3 If ***CLEC Acronym TXT*** elects to interconnect with Verizon through a Fiber Meet arrangement, such arrangement shall be established at a technically feasible point designated by ***CLEC Acronym TXT***, only to the extent that such point and the associated arrangements constitute a reasonable accommodation of Interconnection. 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.

2.4 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, 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 **{at the request of either Party}**{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 2.4 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.

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

2.6 The Interconnection Activation Date for a Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Fiber Meet facilities shall be established within 120 days from the Initial Implementation meeting which shall be held within 10 business days of the receipt by Verizon of ***CLEC Acronym TXT***'s complete and accurate response to the Verizon Fiber Meet questionnaire (at which meeting the parties have executed the Technical Specifications and Requirements document) and (ii) the provisioning for the DS3 circuits, DS1 circuits and the voice grade or DS0 trunks (circuits) after the Fiber Meet facilities are established shall be subject to Verizon's standard intervals for special access services as found on Verizon's website at http://www22.verizon.com/wholesale/attachments/SpecialAccessIntervalsEW.pdf. Intervals for circuits and trunks not subject to Verizon's standard intervals for special access services shall be negotiated by the Parties and agreed to in writing at the Initial Implementation Meeting. The Parties agree to use Verizon's project process to migrate existing interconnection trunks on facilities leased from Verizon to a Fiber Meet arrangement established under this Amendment. The timeframes specified in this Section 2.6 are contingent upon ***CLEC Acronym TXT***'s completing its milestones agreed to at the Initial Implementation meeting and set forth in Section 9 of the Technical Specifications and Requirements document on time.

2.7 Where there are exceptional circumstances that prevent either Party from meeting its deadlines under Section 2.6, the Parties shall negotiate in good faith modifications to such deadlines. If the Parties are unable to agree upon modifications to such deadlines, each Party shall have the right to petition the Department, at any time, for relief from the timeframes set forth in Section 2.6.

2.8 Each Fiber Meet arrangement established under this Amendment shall be designated as the point of interconnection ("POI") for both Parties. {**For each Fiber Meet arrangement that is established between the Parties, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to facilitate and maintain such Fiber Meet arrangement on its side of the POI.**} Augments to a Fiber Meet arrangement established under this Amendment shall be mutually agreed to by the Parties in writing.

2.9 Pursuant to Section 26.1 of the General Terms and Conditions of the Agreement, the Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network and to exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability.

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: _____

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 At ***CLEC Acronym TXT***'s request, FM No. [XX] will be built [as a ring configuration with each party providing its own separate strands of fiber optic cable to the two FNIDs listed Section 2/as a flat configuration with each party providing its own strands of fiber optic cable to the one FNID listed in Section 2].

   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. SONET-Capable Add Drop Multiplexer.

4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own SONET-Capable Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] SONET-Capable Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET-Capable 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 SONET-Capable Add Drop Multiplexer. For the avoidance of any doubt, Verizon may satisfy the requirement in this Section 4.1 to describe the upgrade or change to its firmware by identifying the manufacturer and model number of the equipment, identifying the software upgrade load, and providing ***CLEC Acronym TXT*** with a copy of the equipment manufacturer's description of the upgrade or change to the firmware.

4.2 ***CLEC Acronym TXT*** will, at its own cost, obtain and install (at its own premise) its own SONET-Capable Add Drop Multiplexer. ***CLEC Acronym TXT*** will use a [MANUFACTURER, MODEL] SONET-Capable Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET-Capable 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 SONET-Capable Add Drop Multiplexer. For the avoidance of any doubt, ***CLEC Acronym TXT*** may satisfy the requirement in this Section 4.1 to describe the upgrade or change to its firmware by identifying the manufacturer and model number of the equipment, identifying the software upgrade load, and providing Verizon with a copy of the equipment manufacturer's description of the upgrade or change to the firmware.

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 SONET-Capable 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*** SONET-Capable 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 SONET-Capable Add Drop Multiplexers and ***CLEC Acronym TXT***'s SONET-Capable 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]. {**Notwithstanding this obligation, as set forth in the attached 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.**}

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. For the avoidance of any doubt, where an effective law, government regulation or government order requires relocation of one or both FNIDs in FM No. [XX], each Party shall bear its own costs in connection with such move or change to FM No. [XX].

9. Milestones

CLEC Acronym TXT shall complete the following milestones in the establishment of FM No. [XX] by the associated completion dates:

[to be completed]

Verizon shall complete the following milestones in the establishment of FM No. [XX] by the associated completion dates:

[to be completed]

CLEC Acronym TXT	Verizon
By:_____	By:_____

Appendix A

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

CERTIFICATE OF SERVICE

I, Gina Lee, hereby certify that on September 12, 2006, I served a true and correct copy of the foregoing parties' jointly-prepared draft fiber meet point amendment via Federal Express and electronic copy upon the following:

Bruce P. Beausejour, Esq.
Alexander W. Moore, Esq.
Verizon Massachusetts, Inc.
Associate General Counsel
185 Franklin Street, 13th Floor
Boston, MA 02110-1585
bruce.p.beausejour@verizon.com
alexander.w.moore@verizon.com

Carol Pieper, Arbitrator
Massachusetts Dept. of
Telecommunications and Energy
One South Station, 2nd Floor
Boston, MA 02110
carol.pieper@state.ma.us

Paula Foley, Assistant General Counsel
Massachusetts Dept. of
Telecommunications and Energy
One South Station, 2nd Floor
Boston, MA 02110
paula.foley@state.ma.us

Michael Isenberg, Director
Telecommunications Division
Massachusetts Dept. of
Telecommunications and Energy
One South Station, 2nd Floor
Boston, MA 02110
mike.isenberg@state.ma.us

Berhane Adhanom, Analyst
Telecommunications Division
Massachusetts Dept. of
Telecommunications and Energy
One South Station, 2nd Floor
Boston, MA 02110
berhane.adhanom@state.ma.us.

Stella Gnepp, Analyst
Telecommunications Division
Massachusetts Dept. of
Telecommunications and Energy
One South Station, 2nd Floor
Boston, MA 02110
stella.gnepp@state.ma.us

James G. Pachulski
TechNet Law Group, P.C.
1100 New York Avenue, NW
Suite 365W
Washington, DC 20005-3934
jpach@technetlaw.com

Michael R. Moore
Director Regulatory Affairs & Counsel
Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, MO 63131
Michael.Moore@chartercom.com

Gina Lee