

February 18, 2005

BY ELECTRONIC AND OVERNIGHT MAIL

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

Re: D.T.E. 04-33

Dear Ms. Cottrell:

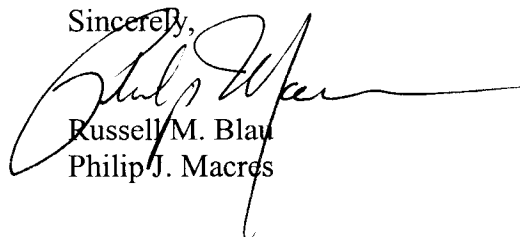
On behalf of ACN Communication Services, Inc.; DSLnet Communications, LLC; Focal Communications Corporation of Massachusetts; Lightship Telecom, LLC, RCN-BecoCom LLC; and RCN Telecom Services of Massachusetts, Inc. (jointly, the "Competitive Carrier Coalition"), we provide a copy of CCC's revised proposed Amendment to their interconnection agreements with Verizon in the State of Massachusetts, to replace the proposal previously filed with the Department.¹ The CCC references this version of their proposed Amendment in its position statement included in the Joint Stipulation which Verizon filed this afternoon with the Department in D.T.E. 04-33.

The CCC notes that this proposed Amendment serves to implement portions of the *Triennial Review Order* that were upheld. It does not attempt to implement the FCC's recent *Triennial Review Remand Order*; however, CCC stands ready and willing to negotiate and have constructive discussions with Verizon regarding the terms of an amendment to incorporate the *TRRO*.

Consistent with the Arbitration Ground Rules, seven (7) copies of this letter are attached. Please date-stamp the enclosed extra copy of this filing and return it in the attached, postage prepaid envelope provided. Please note that CLECs will submit this filing in electronic format by E-mail attachment to dte.efiling@state.mass.us.

Should you have any questions concerning this filing, please do not hesitate to contact us.

Sincerely,



Russell M. Blau
Philip J. Macres

cc: Tina Chin, Arbitrator
DTE 04-33 Service List

¹ The CCC reserves its right to revise, modify, amend, and/or otherwise supplement this proposed Amendment.

COMPETITIVE CARRIER COALITION PROPOSED TERMS

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 [FULL CLEC NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("CLEC"), 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 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] (the "State"/"Commonwealth"). **[THIS AMENDMENT DOES NOT APPLY IN PENNSYLVANIA]**

WITNESSETH:

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

[WHEREAS, Verizon and CLEC 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 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;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision");

WHEREAS, on October 12, 2004, the U.S. Supreme Court denied certiorari of the D.C. Circuit Decision;

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WHEREAS, pursuant to Section 252(a)(1) of the [NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "ACT" WITH: "the Communications Act of 1934, as amended, (the "Act")]
Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO as set forth herein;

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 terms and conditions set forth in the TRO Attachment attached hereto.
2. 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 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. Reservation of Rights. 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 [***State Commission TXT***], the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.
7. **[IF NEGOTIATED]** Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

COMPETITIVE CARRIER COALITION PROPOSED TERMS

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*****

VERIZON

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

[FOR CALIFORNIA and FLORIDA ADD:]

Date: _____

Date: _____

TRO Attachment**1. Unbundled Network Elements**

Notwithstanding any other provision in the Agreement, Verizon's obligations to provide unbundled network elements pursuant to Section 251(c)(3) of the Act are amended as set forth below. Except where the provisions of this Amendment explicitly conflict with the terms of the Agreement, Verizon shall continue to provide access to loops in accordance with the terms of the Agreement. Nothing in this Section 1 of this Amendment shall alter Verizon's obligations to provide access to network elements pursuant to any law or requirement other than Section 251 of the Act. Nothing in this Amendment shall reduce the period of notice that Verizon must provide under the Agreement to discontinue its provisioning of a network element as a UNE. Notwithstanding anything in the Agreement or this Amendment, Verizon shall provide at least ninety (90) days written notice of its intent to discontinue offering any UNE.

1.1 Local Switching.

1.1.1 Local Switching for DS1 and Above Customers. Verizon is not required to provide unbundled Local Switching in combination with loops of DS1 or greater capacity.

1.1.2 Technology Neutrality. Where Verizon is required to provide unbundled Local Switching, it is not relieved of such requirement by virtue of its performance of local switching functionality using facilities other than a circuit switch.

1.1.3 Network Elements Used with Local Switching. Verizon is only required to provide unbundled access to Call-Related Databases, SS7 Signaling and Shared Transport in connection with CLEC's use of unbundled Local Switching purchased from Verizon.

1.2 OCn Facilities. Verizon is not required to provide unbundled access to lit fiber-based OCn Loops or OCn Dedicated Transport.

1.3 Fiber-to-the-Home (FTTH) Loops.

1.3.1 New Builds. Verizon is not required to provide unbundled access to FTTH Loops (or any segment thereof) where Verizon has deployed such a Loop to a Mass Market Customer's premises that previously was not served by any Verizon Loop.

1.3.2 Overbuilds. Verizon is required to provide unbundled access to a FTTH Loop (or any segment thereof) to a Mass Market Customer's premises that Verizon deployed parallel to, or in replacement of, an existing copper Loop, unless (A) Verizon maintains the serviceability of the existing copper loop connected to the particular Mass Market Customer premises after deploying the FTTH loop and provides nondiscriminatory access to that copper loop on an unbundled basis, or (B), if such FTTH Loop replaces a copper Loop that Verizon has retired in accordance with Section 1.5.4 of this Amendment and all applicable law, and there are no other available copper Loops or Hybrid Loops, Verizon provides CLEC with nondiscriminatory access on an unbundled basis to a transmission path on the FTTH Loop of at least 64 kilobits per second and capable of voice grade service, on terms compliant with all applicable law, and at a rate compliant with the FCC's pricing rules for unbundled network elements and that is no greater than the rate applicable to a DS0 Local Loop to the same premises.

1.4 Hybrid Loops.

- 1.4.1 Packet Switching. CLEC shall not be entitled to obtain access to the Packet Switching capability of any Hybrid Loop on an unbundled basis, except as a replacement for Local Switching where Verizon does not make Local Switching available to CLEC using a non-packet switch. For purposes of this section only, the term Packet Switching means as follows:

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.

CLEC has agreed to this definition only because it was adopted by the FCC in 47 C.F.R. § 51.319(a)(2)(i). CLEC believes that it is inappropriate to classify DSLAM functionality as "packet switching," and reserves its right to so argue in future proceedings.

- 1.4.2 Broadband Services. Notwithstanding any other provision of the Agreement, Verizon shall provide CLEC with nondiscriminatory unbundled access to the time division multiplexing features, functions, and capabilities of Hybrid Loops, including DS1 or DS3 capacity, 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 except those that can only be used to transmit packetized information.
- 1.4.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, when CLEC seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then Verizon shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis (and shall terminate such facilities if they are un-terminated), or (b) provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service, using time division multiplexing technology.
- 1.4.4 IDLIC Hybrid Loops.

Notwithstanding any other provision of the Agreement or this Amendment, if CLEC 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), 47 C.F.R. Part 51, or other applicable law, or as required by the [***State Commission TXT***] in accordance with applicable law, provide CLEC unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop (and shall terminate such facilities if they are un-terminated).

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- 1.4.4.1 Verizon will endeavor to provide CLEC 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.
- 1.4.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of CLEC, provide unbundled access to hybrid loops served by IDLC systems by using any of the options described in note 855 of the TRO, such as a "hairpin" option which involves configuring a semi-permanent path and disabling certain switching functions. If none of the options described above are available, Verizon shall construct the necessary copper Loop or UDLC facilities and provide such facilities to CLEC on an unbundled basis.

1.5 Copper Loops.

- 1.5.1 Line Sharing. Verizon is not required to provide unbundled Line Sharing, except as set forth below.
 - 1.5.1.1 Verizon shall continue to provide CLEC with Line Sharing arrangements that were initially ordered by CLEC between October 2, 2003 and October 1, 2004 in accordance with the terms of 47 C.F.R. § 51.319(a)(1)(i)(B).
 - 1.5.1.2 Verizon shall continue to provide CLEC with Line Sharing initially ordered by CLEC prior to October 2, 2003 at existing rates, for so long as CLEC has not ceased providing xDSL service to that end user customer at the same location over that Loop or Subloop.
- 1.5.2 Line Splitting. Verizon shall provide a requesting telecommunications carrier that obtains an unbundled copper Loop from Verizon with the ability to engage in Line Splitting arrangements with another carrier using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. Verizon must 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.
- 1.5.3 Maintenance, Repair and Testing. Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to CLEC at the splitter, through a cross-connection to CLEC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access service, for the purpose of testing, maintaining, and repairing copper Loops and Subloops.
- 1.5.4 Retirement of Copper Loops. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Verizon shall maintain and provide nondiscriminatory unbundled access to its existing copper Loops, including after deploying a fiber-based loop to the same premises, unless Verizon retires the copper Loop in accordance with the terms of this Section 1.5.4 and all applicable law.
 - 1.5.4.1 Verizon shall provide notice of any proposed retirement of copper Loops or copper Subloops to the FCC and CLEC at least 180 calendar days before the proposed retirement date. Once that notice period has elapsed:

COMPETITIVE CARRIER COALITION PROPOSED TERMS

- 1.5.4.1.1 For copper Loops not currently leased to CLEC, Verizon may proceed with the retirement consistent with the terms of this Amendment if it has satisfied the network disclosure requirements of 47 U.S.C. § 251(c)(5) and 47 C.F.R. § 51.325-51.335, and any applicable state requirements.
 - 1.5.4.1.2 Verizon may not retire a copper Loop currently leased by a CLEC unless (i) Verizon demonstrates to CLEC's satisfaction that it will at no cost and in reasonably seamless fashion migrate CLEC to an alternative facility at an equal or lesser rate that supports all the features, functions capabilities and services CLEC provided to its customer over the copper Loop; or (ii) Verizon obtains a determination in advance from the [***State Commission TXT***] that the CLEC's rejection of Verizon's proposed alternative is unreasonable and contrary to the public interest; and it has it has satisfied the network disclosure requirements of 47 U.S.C. § 251(c)(5) and 47 C.F.R. § 51.325-51.335, and any applicable state requirements. CLEC shall be entitled to continued use of the copper Loop at existing rates and terms for a transition period of twelve months after Verizon has satisfied all of the elements of this subsection.
- 1.6 Feeder. Verizon is not required to provide unbundled access on a stand-alone basis to a fiber Feeder portion of a Loop serving a Mass Market customer except when such access is to be used to provide a complete transmission path between the central office and the customer premises when Verizon provides unbundled access to the TDM-based capabilities of its Hybrid Loops.
- 1.7 Subloops.
 - 1.7.1 Subloop for Access to Multiunit Premises. Upon request by CLEC, Verizon shall provide to CLEC access to the Subloop for Multiunit Premises Access in accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. § 51.319(b), any applicable Verizon tariff or SGAT, and any applicable federal and state commission rules, regulations, and orders.
 - 1.7.1.1 Single Point of Interconnection. Upon request by CLEC, the Parties shall negotiate in good faith an amendment to the Amended Agreement in accordance with all applicable law, 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.
 - 1.7.2 Subloop Distribution Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, upon site-specific request, Verizon is required to provide unbundled access to the Distribution Subloop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Subloop Arrangements (or the Distribution Subloop) in the Agreement. It is not technically feasible to access the Subloop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

1.8 Interconnection Facilities

- 1.8.1 Interconnection facilities and equipment provided pursuant to 47 U.S.C. § 251(c)(2) ("Interconnection Facilities") are not Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) and nothing in this Amendment is intended to impair or limit in any way CLEC's rights to obtain access to 251(c)(2) Interconnection Facilities. Interconnection Facilities include, but are not limited to, transport facilities and equipment between the CLEC switch and the Verizon Tandem Switch, or other Point of Interconnection designated by CLEC, used for the exchange of traffic between CLEC and Verizon. Verizon is obligated to provide Interconnection Facilities to CLEC at rates consistent with the TELRIC pricing rules and principles established by the FCC and the [***State Commission TXT***]. The rate for an Interconnection Facility provided by Verizon that provides transport between a Verizon wire center or switch and a CLEC wire center or switch shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in the Agreement.

1.9 Hot Cuts.

- 1.9.1 CLEC and Verizon shall perform Hot Cut processes in accordance with Exhibit A, annexed hereto.
- 1.9.2 The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions ("Metrics/Remedies Terms") 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. If Metrics/Remedies Terms are not already included in the Agreement, the Parties shall utilize Exhibit B to amend the Agreement to include such terms for Hot Cuts. The agreed upon measures and remedies for Hot Cuts 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.

2. **Commingling, Conversions and Combinations.**

- 2.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the conditions set forth in the following Section 2.2, as of October 2, 2003, Verizon shall permit and shall perform the functions necessary for CLEC to Commingle. Verizon shall not impose any policy or practice related to Commingling that imposes an unreasonable or undue prejudice or disadvantage upon CLEC. In addition, Verizon shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC's ability to implement new Commingled arrangements or Convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user's perspective. For the avoidance of doubt, Verizon acknowledges and agrees that the Commingling provisions of this Amendment do not conflict with any Verizon tariff. Verizon shall not change its tariffs in any fashion that impacts the availability or provision of Commingling under this Amendment or the Agreement, unless Verizon and CLEC have amended this Amendment and the Agreement in advance to address Verizon's proposed tariff changes.

- 2.1.1 Rates, Terms and Conditions for Commingled Facilities and Services. The rates, terms and conditions of the applicable tariff or contract will apply to services other than network elements, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to UNEs or Combinations of UNEs or to Section 271 Network Elements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Verizon shall not impose any charge to Commingle, and the rate applicable to each portion of a Commingled facility or service shall not exceed the rate for that portion if it were purchased separately.
- 2.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. CLEC must self-certify in writing or by electronic notification to Verizon that it is in compliance with the service eligibility criteria set forth in 47 C.F.R. § 51.318(b) when ordering new: (a) unbundled DS1 Loops in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services; (b) unbundled DS3 Loops in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services; (c) unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service; (d) unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or (e) unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.
- 2.2.1 For facilities ordered after the date on which the [***State Commission TXT***] approves this Amendment, CLEC must remain in compliance with said service eligibility criteria for so long as CLEC continues to receive the aforementioned combined or commingled facilities and/or services from Verizon.
- 2.2.2 These criteria shall apply whether the circuits in question are being provisioned to establish a new circuit or to Convert an existing facility or service, or any part thereof, to unbundled network elements.
- 2.2.3 On an annual basis (*i.e.*, one time in any 12-month period), Verizon may, pursuant to the terms and conditions of this section, obtain and pay for an independent auditor to audit CLEC'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 CLEC's compliance with Applicable Law. Verizon shall give CLEC 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. Verizon shall direct its auditor to provide a copy of its report to CLEC at the same time it provides the report to Verizon. To the extent the independent auditor's report concludes that CLEC failed to comply in all material respects with the service eligibility criteria, then CLEC will promptly 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 CLEC's compliance in all material respects with the service eligibility criteria, then CLEC shall provide to the independent auditor a statement of CLEC's costs of complying with any requests of the independent auditor, and Verizon shall then reimburse CLEC for its costs associated with the audit within thirty (30) days after receiving CLEC's statement. CLEC shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit.

2.3 Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Verizon shall permit and shall perform the functions necessary for CLEC to Convert any facility or service, provided that the CLEC would be entitled under the terms of the amended Agreement or applicable law or any tariff or contract to place a new order for the UNE, UNE Combination or other facility or service resulting from a Conversion. Verizon shall not impose any charges for or associated with Conversions. This includes, but is not limited to, termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing service for the first time.

2.3.1 CLEC may request Conversions by submitting a written or electronic request.

2.3.2 When a facility or service is Converted at the request of CLEC, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities utilized to provide the facility or service, except at the request of CLEC.

2.3.3 Verizon shall process expeditiously all Conversions requested by CLEC in a seamless manner without adversely affecting the service quality perceived by CLEC or CLEC's end user customer.

2.3.4 Effective Date of Conversion Requests and Timing of Billing Changes.

2.3.4.1 Except where CLEC specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the facility or 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 CLEC, and recurring charges for the replacement facility or service shall apply as of such date.

2.3.4.2 Where CLEC specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the facility or service being replaced, the Conversion order shall be deemed to have been completed and recurring charges for the replacement facility or service shall apply 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.

2.3.4.3 Verizon shall bill CLEC pro rata for the facility or service being replaced through the date prior to the date on which billing at rates applicable to the replacement facility or service commences pursuant to this Section, and the applicable rate for the replacement facility or service thereafter. These billing adjustments should appear on the bill for the first complete month after the date on which the Conversion is deemed effective in accordance with the provisions of this Amendment. If any bill does not reflect the appropriate charge adjustment, CLEC may withhold payment in an amount that reflects the amount of the adjustment that should have been made on the bill for the applicable Conversions.

2.3.4.4 Effective Date of Past Requests to Convert to UNEs: Notwithstanding any other provision of this Amendment or the Agreement, and for the avoidance of any doubt, requests by CLEC to Convert any non-UNE to

a UNE or Combination of UNEs made on or after the effective date of the TRO (October 2, 2003), but before the date on which the [***State Commission TXT***] approves this Amendment ("Past Requests"), shall be deemed to have been completed on the date Verizon received the Past Request and retroactive adjustments between the applicable UNE charges and the previously applicable charges shall be calculated back to the date that Verizon received the Past Request. The UNE charges for all Conversion requests (including any retroactive adjustments) shall be reflected in the first billing cycle following the Effective Date of this Amendment. If that bill does not reflect the appropriate UNE charges, CLEC is nevertheless obligated to pay no more than the applicable UNE rate.

3. Routine Network Modifications.

- 3.1 General Conditions. In accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, and other applicable law, or as required by the [***State Commission TXT***] in accordance with applicable law, including Verizon's obligation to provide nondiscriminatory access to all network modifications performed for its retail or affiliated operations, Verizon shall make such routine network modifications as are necessary to permit access by CLEC to any UNE facilities available under the Amended Agreement. Routine network modifications 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; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; deploying bucket trucks to reach aerial cable, and any other routine activities, if any, needed to enable CLEC to obtain and use a UNE facility that it has obtained or seeks to obtain from Verizon under the Amended Agreement. The costs for these modifications are already included in the existing rates for the UNEs as set forth in the Agreement. Verizon is not required to perform trenching, pull cable, or install new aerial, buried, or underground cable to provision an order of CLEC. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the placement of new cable.
- 3.1.1 Performance. Verizon's performance in connection with the provisioning of UNEs for which routine network modifications are necessary remains subject to standard provisioning intervals, and to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 3.1.2 If, notwithstanding its obligations under Sections 201, 202, and 251 of the Act, state law, and 47 C.F.R. Part 51, and other applicable law, and requirements established by the [***State Commission TXT***] in accordance with applicable law, Verizon determines that it does not have available facilities to fulfill a CLEC request for an unbundled facility, Verizon may deny the request on the basis of "no facilities" only if it provides the following information at the time of a denial: the location of all facilities that were reviewed in making the determination; a detailed description and estimated cost of non-routine modifications that would be necessary to fulfill the UNE request utilizing currently unused facilities; and a proposed timetable and charge to CLEC for the non-routine modifications that would be sufficient to provision the requested facility.
- 3.1.3 Where a CLEC UNE request is denied on the basis of no facilities available, Verizon shall for a 24-month period have a continuing obligation to advise CLEC within 60 days if and when Verizon later provides any services to any customer at the same premises that were the subject of CLEC's request using facilities that were, at the time of the request, deemed unavailable to CLEC. This

notification shall include, at a minimum, a description of all work that was performed in the interim period that enabled service to be offered over the facility. If Verizon fails to so notify CLEC, or if it can subsequently be determined by Verizon, CLEC or the [***State Commission TXT***] that the facility should have been made available to CLEC at the time of its request, Verizon shall pay CLEC a performance rebate of \$1000 per incident, which shall be in addition to any other remedies available to CLEC under this Agreement or applicable law.

4. Section 271 Obligations [only applicable in former Bell Atlantic states]

- 4.1 Notwithstanding any other provision of this Agreement or Amendment, or any determination of non-impairment that may affect Verizon's obligations under Section 251, Verizon is obligated under § 271 of the Act to provide CLEC with nondiscriminatory access to elements as provided in § 271(c)(2)(B) including but not limited to: local loop transmission from the central office to the customer's premises (§271(c)(2)(B)(iv)), local transport from the trunk side of Verizon's switch (§271(c)(2)(B)(v)), and local switching (§271(c)(2)(B)(vi)).
- 4.2 Verizon shall provide network elements provided pursuant to Section 271 at the last TELRIC-compliant rate for that network element under Section 251 until such time that the [***State Commission TXT***] approves different rates for such elements. Any permanent rates adopted by the [***State Commission TXT***] for network elements that must be provided pursuant to Section 271 shall immediately supercede the rates established by this Amendment on a prospective basis from the effective date of the [***State Commission TXT***]'s final order that establishes such rates.
- 4.3 In providing CLEC nondiscriminatory access to elements under §271, Verizon shall be obligated to, at a minimum, combine and/or commingle UNEs at CLEC request, comply with the modification of network facilities provisions of this Agreement, and all other provisions of this Agreement governing the nondiscriminatory provision of network elements to CLEC.

5. Definitions

For purposes of this TRO Attachment and unless otherwise defined herein, the terms listed below and used herein are defined as follows:

- 5.1 Call-Related Databases are the calling name database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 5.2 Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, or Section 271 Network Elements purchased from Verizon to any one or more facilities or services (other than unbundled network elements) that CLEC has obtained from Verizon, or the combining of an unbundled network element, or a combination of unbundled network elements, or Section 271 Network Elements with one or more such facilities or services. Commingle means the act of Commingling.
- 5.3 Conversion means all procedures, processes and functions that Verizon and CLEC must follow to Convert any Verizon facility or service other than an unbundled network element (e.g., special access services) or group of Verizon facilities or services to the equivalent UNEs or UNE Combinations or Section 271 Network Elements, or the reverse. Convert means the act of Conversion.

COMPETITIVE CARRIER COALITION PROPOSED TERMS

- 5.4 Enterprise Customer is any business customer that is not a Mass Market Customer.
- 5.5 Feeder is 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.
- 5.6 Fiber-to-the-Home (FTTH) Loop is a Loop serving a Mass Market Customer and 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.
- 5.7 House and Riser Cable is a distribution facility in Verizon's network, other than a fiber optic facility 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. Also known as the "Inside Wire Subloop."
- 5.8 Hybrid Loop is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable 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.
- 5.9 Line Sharing is the process by which CLEC provides 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) owned and controlled by Verizon.
- 5.10 Line Splitting is the process in which one competitive local carrier provides narrowband voice service over the low frequency portion of a copper Loop and a second competitive carrier provides digital subscriber line service over the high frequency portion of the same Loop.
- 5.11 Local Switching is 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 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 all vertical features and line blocking options 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 the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card). The term Local Switching does not include Tandem Switching.
- 5.12 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a business customer whose premises are served by telecommunications facilities with an aggregate transmission capacity (regardless of the technology used) of less than four DS-0s.

COMPETITIVE CARRIER COALITION PROPOSED TERMS

- 5.13 Section 271 Network Elements are network elements provided by Verizon pursuant to Section 271 of the Act or Section 4 of this Amendment.
- 5.14 Shared Transport is unbundled transport shared by more than one carrier (including Verizon) between end office switches, between end office switches and tandem switches, and between tandem switches, in Verizon's network.
- 5.15 Subloop for Multiunit Premises Access is any portion of a Loop, regardless of the type or capacity, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 5.16 Subloop Distribution Facility is the copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 5.17 Tandem Switching is 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.

Exhibit A to the TRO Attachment

to the Interconnection Agreement

between [Verizon Legal Entity] and [CLEC Legal Entity]

HOT CUT PROCESSES

1.0 Hot Cuts shall be defined as the transfer of a loop from one carrier's switch to another carrier's switch. The loop hot cut procedure shall be designed (and shall be modified from time to time as necessary) to ensure that Parties are able to transfer commercial volumes of customers from one Party's to the other Party's services on a timely basis and without perceptible disruption in service. A perceptible disruption in service shall be deemed to have occurred if the customer can notice a lack of dial tone, or if an existing call is disrupted or disconnected by the change. The process shall address acceptance/turnover process elements including but not limited to the following:

- order initiation and verification;
- order changes;
- dial tone and ANI check;
- no dial tone found at testing and resolution;
- Verizon and CLEC contact information;
- due date updates;
- cut complete and stop cut procedures;
- problem identification and status updates;
- service (facility/translation) restoral, explanation and verification;
- records/database updates;
- escalation procedures; and
- order completion, service verification and acceptance.

2.0 Development and use of provisioning tracking system to permit exchange of status information between CLEC and Verizon

Verizon shall give CLEC real time electronic notification of order status, testing status, and notification of individual loop cut completion. e.g., No dial tone, go-ahead for cut, cut completion, loop acceptance.

3.0 Cross Connects

Verizon shall conduct installation of cross-connects on MDF for purpose of provisioning UNE-L line splitting. Verizon shall permit, but not require, cage-to-cage cabling between data and voice CLECs.

4.0 Concurrent development and implementation of batch hot cut process (see, Section 6.0)

The process must enable CLEC to access necessary circuit id information from Verizon to facilitate CLEC to CLEC migration.

5.0 Conversion Coordination Procedures

The following coordination procedures shall apply to conversions of customers with active service to a service configuration where CLEC uses Loops provided by Verizon (hereinafter referred to as "hot cuts")

5.1 CLEC shall request unbundled Loops from Verizon by delivering to Verizon a valid Service Order using Verizon electronic ordering platform (as cooperatively designed and implemented to

meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. CLEC is not required to pre-qualify that a loop can be migrated. Within XX hours of Verizon's receipt of a Service Order, Verizon shall provide CLEC the firm order confirmation ("FOC") date according to the applicable Performance Interval Dates set forth in [] (Performance Standards, Measurements and Penalties) of this Agreement by which the Loop(s) covered by such Service Order will be installed. A FOC is both an acknowledgement of the receipt of a valid order as well as a commitment that the order will be worked as specified in the FOC and completed by the FOC date.

5.2 Verizon agrees to accept from CLEC at the time the service request is submitted for scheduled conversion of hot cut Loop orders, a desired date, including but not limited to weekend dates, and time (the "Scheduled Conversion Time") in the "A.M." (12:01 midnight to 12:00 noon) or "P.M." (12:01 noon to 12:00 midnight) (as applicable, the "Conversion Window") for the hot cut. Verizon shall promptly acknowledge receipt of CLEC's request for a Scheduled Conversion Time, and shall also promptly advise CLEC as to whether or not such Scheduled Conversion Time will be met by Verizon. If Verizon is unable to meet the Scheduled Conversion Time requested by CLEC, in its response to CLEC Verizon shall advise as to an appropriate Scheduled Conversion Time that Verizon will meet.

5.3 Verizon shall pre-wire the pending hot cut no later than two days (or 48 hours) hours prior to the scheduled conversion time. CLEC will establish dial-tone for the customer at least two (2) business days in advance of the scheduled port time. Verizon shall perform two (2) tests for ANI and dial tone. Verizon technicians will perform ANI and dial tone tests through the tie cable provisioned between Verizon's main distribution frame and the CLEC expanded interconnection point to ensure continuity and existing dial tone. In addition, Verizon will perform ANI and dial tone testing on the existing unbundled Loop to insure that Verizon has identified the correct facility and that it is working. Such testing shall be completed by Verizon no later than XX hours prior to the scheduled conversion time. If Verizon finds no dial tone, Verizon shall immediately notify CLEC of this finding and promptly seek to rectify the situation so that dial tone is provided by the scheduled conversion time.

5.4 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in [] (Performance Standards, Measurements and Penalties) of this Agreement.

5.5 After receiving notification of completion of the hot cut by Verizon, CLEC will confirm operation of the loop[s]. In the event the loop[s] is not functional, CLEC may request that a loop be tested in the central office. Upon such a request, Verizon's Central Office Technician will check for dial-tone and ANI on the line at the CLEC POI. If no dial-tone is found at this point, the Central Office Technician will refer the trouble back to CLEC. If CLEC cannot isolate the trouble on its side of the network, CLEC will request a meeting between the CLEC Technician and Verizon Central Office Technician to resolve the problem.

If Verizon's Central Office Technician finds dial-tone at the CLEC POI, a second dial-tone and ANI test will be performed at the last test point within Verizon's Central Office. If a problem is found at this point, Verizon Central Office Technician will isolate the problem, review the cross connects at the main distribution frame, and correct the problem. If Verizon's Central Office Technician cannot isolate the problem with the dial tone leaving the central office, a dispatch of a field technician will be required.

Verizon's field technician shall then test for dial tone to any extended demarcation point at the customer's premises that may be associated with that order.

If Verizon cannot isolate and fix the problem in a timeframe acceptable to CLEC or the customer, CLEC will be able to request the restoral for the customer to service on Verizon network. Such restoration shall occur immediately, and shall be consistent with the time required to reconnect the customer's loop to

Verizon's network. Further, CLEC customers shall not be subjected to any Verizon process delay designed for new or returning customers.

5.6 Should the customer experience trouble within 24 hours of loop acceptance by CLEC, Verizon agrees to restore the customer to service on Verizon's switch within XX hours of receiving oral request from CLEC to return service to Verizon. CLEC shall reschedule migration of the customer's service to CLEC by issuing a supplement to the original local service request.

5.7 Verizon will ensure that it processes CLEC requests for cancellation of local service requests in a time frame that allows CLEC to accurately maintain its CFA records.

6.0 Batch Hot Cut Process

A batch hot cut process shall comply with the process and requirements defined for individual hot cuts in Section 1.0 and, in addition, shall comply with the terms as described below.

6.1 CLEC shall have access to UNE-P as a customer acquisition process in anticipation of application of batch conversion process.

6.2 Batch process must include all mass-market (residential and small business served at DS0 level) customers, all types of loops used to serve such customers, and all types of transfers between LECs including but not limited to:

- Retail to UNE-L
- UNE-P to UNE-L (same local service provider)
- Migrations to and from DS0 EELs
- Migrations to and from line-splitting
- Migrations from line sharing
- UNE-P to UNE-L (different local service provider [(CLEC to CLEC)])
- UNE-L to UNE-L
- UNE-P to TSR
- UNE-P to DS0 EEL

In addition to existing UNE-P customers served over copper, UDLC and NGDLC, the process must apply to customers served over IDLC Loops

6.3 Batch Size Requirements (irrespective of loop type to be converted) are set forth below:

6.3.1 Batch shall include only migrations to CLEC.

6.3.2 CLEC shall be permitted to migrate up to 300 lines, per day, per central office. There shall be no other restrictions on number of lines to be converted per day (such as # of COs, etc.).

6.3.3 Minimum migration shall be 20 lines per hour.

6.4 Timing of Batch Conversions shall be as set forth below:

6.4.1 Batch migration shall have an interval of five days.

6.4.2 Verizon shall specify the order of the lines to be cut (i.e., the 20 line minimum.) within a specific one-hour window, and report such "line-up" back to CLEC via electronic tracking system described in Section 2.0. Verizon will cut over lines in sequence reported to CLEC. All (up to a maximum of 20) of an end-user's lines will be scheduled to be cut in same one-hour window.

6.5 Process Requirements shall include:

6.5.1 At CLEC's option, it may include multiple LSRs in a single batch (i.e., the ability to submit individual LSRs with a batch identifier).

6.5.2. Verizon shall provide OSS functionality equivalent to that available for UNE-P, including but not limited to:

6.5.2.1 Electronic pre-ordering, including but not limited to due date scheduling, and batch identifier assignment.

6.5.2.2 Flow-through levels for ordering and provisioning.

6.5.2.3 "As is" directory listings.

7.0 Cost of Batch Process

7.1 Verizon will provide hot cuts to CLEC at rates that are cost effective and provide CLEC with a meaningful opportunity to compete. The TELRIC forward looking rate will be based on software defined solutions and shall not exceed \$5.00 per line for individual hot cuts or \$3.00 per line for batch hot cuts (quantities of XX or more). Specific rates for batch hot cuts are set forth in pricing schedule Attachment XX.

7.2 Charges for migrations employing UNE-P as transition tool should be no greater than the direct hot cut charge. (Single migration charge for migration from other carrier to UNE-P to UNE-L).

8.0 Validation, Testing and Quality Assurance Requirements

8.1 Verizon shall provide a third-party certification of adequacy, scalability and quality of batch process.

8.2 CLEC and Verizon shall work cooperatively to insure data base integrity is achieved between carrier CFA assignments. This cooperative effort will include at a minimum: CLEC ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by Verizon to allow CLEC to identify and synchronize such data base.

8.3 The Batch Process should have no negative impacts on related systems or processes, including but not limited to:

- E911 "unlocks";
- Number porting;
- Availability of repair testing capabilities;
- Repair databases;
- Billing systems migrations;
- Provisioning systems such as TIRKS (Trunks Integrated Records Keeping System).

Exhibit B to the TRO Attachment

to the Interconnection Agreement

between [Verizon Legal Entity] and [CLEC Legal Entity]

FRAMEWORK FOR HOT CUTS METRICS/REMEDIES NEGOTIATIONS

- Percentage of hot cuts completed on-time. Percentage of hot cuts completed on-time shall be adopted in the Amended Agreement to include performance for large submissions of Basic (or Individual) Hot Cuts, Bulk or Project Hot Cuts, and Batch Hot cuts. The performance standard shall be comparable to that experienced by consumers under UNE-P, 99% on time. The intervals shall 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 shall 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 shall be at parity with Verizon 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 shall be structured so that all customer outages during a hot cut are captured in the I code metric. I code reporting shall 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) shall be <1%. This should span Basic, Bulk/Projects, and Batch cuts.
- Average duration of service interruption. The duration of a customer's outage shall be very short given the controlled central office environment. The performance standard shall 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, CLEC is responsible for activation of the ported number at NPAC following cutover of the loop. CLEC will not use the Batch process if it includes Verizon responsibility for this step.

As a result, any process that CLEC uses will require Verizon to promptly notify CLEC following the loop cutover that the cutover is complete so that CLEC can activate the number at NPAC.

Given the customer impact of CLEC 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 shall 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) shall be calculated separately from the automatic bill credit remedies associated with other metrics.
- Minimum \$50 Million Remedy. Verizon shall 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 shall 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 CLEC for more than the full dollar amount in any one year period. Verizon shall be subject to additional penalties for missing performance standards in consecutive months.