

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.E. Docket No. 06-56

Respondent: Willett Richter
Title: Senior Specialist - Engineering

REQUEST: Department of Telecommunications and Energy, Set #1

DATED: August 16, 2006

ITEM: DTE 1-1 Please describe the existing interconnection arrangements between Verizon and Charter in Massachusetts, including how traffic is exchanged, what type of traffic is exchanged, and where in the Commonwealth these existing arrangements are located.

REPLY: Verizon and Charter interconnect their respective networks in LATA 126 at Verizon's Chicopee central office and in LATA 128 at Verizon's Auburn central office. Charter leases two DS3 special access circuits that connect to Verizon's interconnection facilities at the Chicopee central office and six DS3s that connect to Verizon's facilities at the Auburn central office. Charter utilizes these leased facilities in part to transport local (reciprocal compensation) traffic and intraLATA toll traffic exchanged between its network and Verizon's network and may use these facilities: (1) to exchange interexchange traffic between its customers and interexchange carriers; (2) to deliver 911 calls from its customers to 911 tandems/selective routers; (3) to deliver operator services or directory assistance calls from its customers to operator services or directory assistance services platforms; and/or (4) for other purposes such as point to point services.

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ITEM: DTE 1-2 Please identify the names of the eight carriers referenced in Verizon's response to Charter-VZ 1-1.

REPLY: In response to Information Request Charter 1-1, Verizon stated "that it has a total of eight fiber meet point arrangements established in Massachusetts with a total of four local exchange carriers."

There are eight fiber meet point arrangements, but only four carriers. The identity of carriers that have elected to use fiber meet points is proprietary, confidential and competitively sensitive carrier information. Verizon accordingly objects to producing such information to Charter, a competitor of such carriers. Without waiving such objection, please see the attached proprietary response.

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ITEM: DTE 1-2
REPLY: Cont'd

Begin Proprietary

End Proprietary

VZ #41

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ITEM: DTE 1-3 Assuming that a fiber meet arrangement is located equidistant between Charter's and Verizon's central offices, would, on average, the costs of deploying the arrangement be similar for each carrier? Please explain. If the costs are similar, then what would be the additional cost to Verizon of deploying fiber more than 500 feet from its central office per each additional mile?

REPLY: It is highly unlikely that the costs of deploying a fiber meet arrangement would ever be similar for each carrier. Even assuming the meet point is located equidistant between each party's central offices, there are far too many variables that could affect each party's costs. One of the biggest variables could be whether the party's existing fiber facilities overlap or whether Verizon would have to build up to 500 feet of fiber cable from its existing fiber route to reach a meet point that is equal distance between each party's central offices. Other variables that would affect each party's actual costs could include, but are not necessarily limited to, the sizes of the fiber cables used, the composition of the fiber cables, the manufacturer of the cables, the physical routing of the cables, the sheath lengths of the cable, the number of splice points that may be needed to be added to the cables, the labor force being utilized, the topography of the land, any natural or man-made obstacles, manhole or pole availability conditions, the types of placement that can be utilized, etc. For these same reasons, Verizon is not able to estimate what the additional per mile cost of deploying fiber would be.

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ITEM: DTE 1-4 Please refer to the testimony of Willet Richter at page 4, lines 24-26. Is Verizon assuming that most, if not all, traffic will flow from Charter to Verizon? If not, how much Verizon traffic does Verizon estimate that Charter would terminate through the fiber meet arrangement?

REPLY: Verizon does not assume most, if not all, of the traffic will flow from Charter to Verizon. In fact, excluding Charter traffic terminating to service platforms served on Verizon's network, such as E911 or operator services (discussed below), to the extent Charter's business plan is to offer local exchange and exchange access services primarily targeted to residence customers Verizon would expect originating and terminating traffic volumes to be roughly in balance. To the extent Charter may choose to target business customers that mostly make a lot of outgoing calls, such as a telemarketing center, Verizon would expect to terminate a larger percentage of traffic originated from Charter's customers than it would expect to terminate traffic to Charter. Likewise, to the extent Charter targets businesses that receive a disproportionate volume of traffic, such as Internet service providers, Verizon would expect to terminate a disproportionate volume of originating traffic to Charter. Verizon's point is that it is Charter's business plans and marketing success, not Verizon's, that mainly will determine the volumes of local and intraLATA toll traffic that flows from Charter to Verizon and from Verizon to Charter. If Charter successfully markets its telephone services, Charter's customers will make calls to Verizon customers and will receive calls from Verizon customers. If Charter fails to market its services effectively, Charter will not have many customers to make calls to Verizon customers and there will be few Charter customers for Verizon's customers to call.

ITEM: DTE 1-4

REPLY: Cont'd

Consequently, since Verizon has no real control over the amount of traffic that Charter will originate or terminate through the fiber meet arrangement, Verizon cannot estimate what those traffic volumes might be.

Charter also proposes to use the fiber meet arrangement for other types of traffic that use Verizon's network, such as 911 traffic, directory assistance traffic and operator services traffic. All of this traffic will flow from Charter's customers over the fiber meet point arrangement. None of this traffic will flow from Verizon customers to Charter over the fiber meet arrangement.

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ITEM: DTE 1-5 Please refer to the testimony of Willet Richter at page 5, lines 1-19.
Does Verizon state that its total cost range of deploying a fiber meet arrangement as is contemplated with Charter is \$120,000 to \$180,000?

REPLY: No. The estimated total cost to deploy a fiber meet arrangement in a single LATA is not in the \$120,000 to \$180,000 range. It is generally expected to be in the \$60,000 to \$90,000 range for a fiber meet arrangement built as a ring architecture in a single LATA.

This range is calculated based on the estimate of \$50,000 for the inside work (the central office equipment and engineering) and \$10,000 to \$40,000 estimate for the outside work (Materials, Engineering and Construction Labor). Hence, the \$60,000 (\$50,000 + \$10,000) to \$90,000 (\$50,000 + \$40,000) cost range. Again these are broad gauge estimates based on a simple fiber meet arrangement.

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Respondent: Gary Librizzi
Title: Director - Interconnection
Services

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DATED: August 16, 2006

ITEM: DTE 1-6 How much traffic is Charter currently exchanging with Verizon in LATA 126 and LATA 128? Please indicate how these traffic volumes compare with the traffic volumes six months ago and one year ago.

REPLY: An examination of Verizon's billing data shows that in July 2006 Verizon billed Charter for approximately 3.6M minutes of eligible traffic in LATA 128 and 670K minutes of eligible traffic in LATA 126. In January 2006, Verizon billed Charter for approximately 2M minutes in LATA 128 and zero minutes in LATA 126. For July 2005, Verizon's billing data indicates that Verizon billed Charter for approximately 200K minutes in LATA 128 and zero minutes in LATA 126.

Verizon's billing records do not reflect the volume of traffic that Verizon terminates to Charter. Billing from Charter to Verizon for usage has been sporadic, and bills received to date have not included any significant volumes of minutes.

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**Respondent:
Title:**

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ITEM: DTE 1-7 Please cite to any statutes, rules, court cases, FCC decisions or Department orders that support Verizon's position on the issues in dispute. In particular, please cite to any applicable law to support Verizon's position that it can place traffic thresholds on Charter's ability to deploy a fiber meet arrangement and that Charter is required to pay a portion of Verizon's deployment costs if those traffic thresholds are not met.

REPLY: Verizon expects to provide any statutes, rules, court cases, FCC decisions, or Department orders that support Verizon's position when Verizon files its brief on September 27 and its reply brief on October 2.

In an effort to address the Department's inquiry, Verizon states that where a competing local exchange carrier requests interconnection through an OC3 system in a fiber meet arrangement and does not have even a DS3's worth of traffic, the competing carrier is requesting an expensive form of interconnection for the level of traffic to be exchanged. The FCC has held that "a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit." *See Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 ¶553 (1996) (*Local Competition Order*) (subsequent history omitted).

Verizon reserves the right to supplement its response in its brief and reply brief.

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ITEM: DTE 1-8 Please refer to the testimony of Willet Richter at page 8, lines 6-22. Does Verizon have any existing spare fiber between the Sheridan Street and Riverview Terrace locations, and the 199 Southbridge Street and Leicester and Garden Street locations, available for deploying its portion of the fiber meet?

REPLY: Yes, at this time, there is fiber available that could be used to effect a meet point arrangement between Charter's location at 354 Sheridan St. and Verizon's Chicopee central office located at Riverview Terrace, as well as between Charter's location at 199 Southbridge St. and Verizon's Auburn Central Office located at Leicester and Garden St.

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ITEM: DTE 1-9 Of the central office based facilities necessary to deploy a fiber meet, does Verizon have any existing equipment in its CHCPMARI and AUBNMALG central offices that currently are not being used that could be used for fiber meet arrangements with Charter?

REPLY: Whether or not Verizon has any existing equipment in its Chicopee or Auburn central offices that could be used for fiber meet arrangements with Charter is largely beside the point. That Verizon may be able to utilize existing spare equipment in one or more of its central offices to effectuate a fiber meet arrangement should not be taken to mean that any such equipment is available at no cost. Verizon has to pay for such equipment and is entitled to an opportunity to earn a return on all invested capital and is not required to deploy equipment where it believes such equipment may be underutilized and thus incapable of earning a fair return.

There is central office based equipment, the kind that would be used to deploy a fiber meet, available in the Verizon CHCPMARI (Chicopee) central office, however there is no central office based equipment available in the Verizon AUBNMALG (Auburn) central office.

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DATED: August 16, 2006

ITEM: DTE 1-10 Has Verizon made its traffic threshold and cost compensation proposals to other CLECs in Massachusetts or in other states? Please explain.

REPLY: Verizon objects to this Information Request on the grounds that information on fiber meet arrangements in any state other than Massachusetts is beyond the jurisdiction of the Department and is not relevant to this proceeding. Without waiving its objections, Verizon responds as follows.

Verizon has included its traffic threshold language in its model fiber meet point amendment since June 2005 and believes that it has proposed its model amendment to any CLEC that expressed an interest in negotiating a fiber meet point arrangement. Paragraph 2.1 of Verizon's model amendment includes a provision that permits either party to request a Fiber Meet arrangement if the Parties have been consistently exchanging an amount of applicable traffic equal to a utilization level of at least one (1) DS-3.

This general provision is found in fiber meet amendments between Verizon and Winn Telecom in Michigan, between Verizon and Merrimac in Wisconsin, and between Verizon and Comcast in New Hampshire.

Verizon's model amendment does not include alternative provisions for cost compensation where parties may not already be consistently exchanging at least one DS3 of traffic, but Verizon has proposed such language from time to time, where applicable, similar to what was done for Charter in MA.

ITEM: DTE 1-10 For example, Verizon has an amendment with Comcast Phone of New
REPLY: Cont'd Hampshire, LLC, that includes provisions similar to those Verizon
proposed to Charter in Massachusetts. A copy of the Verizon – Comcast
fiber meet point amendment in New Hampshire is attached. Paragraph
2.1 of the Comcast NH amendment reads as follows:

Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 2.3 below) in the relevant exchanges equal to a utilization level of at least one (1) DS-3. In addition, Comcast may request a Fiber Meet arrangement by providing written notice thereof to Verizon if Comcast 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) DS-3 within the next twelve (12) months. If Comcast requests that the Parties establish a Fiber Meet arrangement and the Parties have not consistently been exchanging an amount of applicable traffic in the relevant exchanges equal to a utilization level of at least one (1) DS-3, Verizon may request (and Comcast shall promptly provide) 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. The letter of credit 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, Verizon shall not have an obligation, it otherwise would have, to establish a Fiber Meet arrangement under this Amendment until Comcast provides such letter of credit to Verizon. If, twelve (12) months after establishment of a Fiber Meet arrangement between the Parties, Verizon determines that actual traffic volumes on the Fiber Meet arrangement are less than Comcast's forecast, then Verizon may (but is not obligated to) draw on the letter of credit upon notice to Comcast in respect of costs actually incurred by Verizon to deploy facilities on such Fiber Meet arrangement (and for the avoidance of any doubt, such costs shall include, without limitation, the costs of labor, at Verizon's Tariff rates therefor). If Verizon so draws on a letter of credit, Comcast 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. Any such Fiber Meet arrangement shall be subject to the

ITEM: DTE 1-10

REPLY: Cont'd

terms of this Amendment. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutual agreement, which shall not be unreasonably withheld, to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on 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. The Parties shall meet to discuss a Fiber Meet arrangement requested by either Party within forty-five (45) days of such request. The Parties will develop and mutually agree upon a Schedule for establishing a Fiber Meet arrangement under the terms of this Amendment.

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ITEM: DTE 1-11 Please refer to the testimony of Charter witness, Mike Cornelius, at page 16, lines 18-20. Please indicate if Verizon agrees with this statement. If not, please state why not.

REPLY: No. Verizon would not build on a forecast alone if actual traffic data were available. In Charter's case in Massachusetts, the parties already are exchanging traffic and it should be considered in conjunction with any forecast. Mr. Cornelius concedes on page 7 line 14 that "In the nature of things, forecasts are not always completely accurate..."

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ITEM: DTE 1-12 Please refer to the testimony of Charter witness, Mike Cornelius, at page 20, lines 21-23. Please indicate if Verizon agrees with this statement. If not, please state why not.

REPLY: Not exactly. While it is true that the equipment itself may or may not be re-deployed at a future point elsewhere in Verizon's network, Verizon will have under-recovered its investment for the time period the equipment was underutilized in the meet point arrangement as well as for any subsequent time period prior to the date such equipment is, if ever, actually put back in service elsewhere in the network. Moreover, to the extent the equipment is underutilized for any period of time in a meet point arrangement, Verizon may never recover its engineering or installation costs associated with provisioning the meet point. Similarly, there are administrative costs, engineering costs, labor costs, contract administration costs, system costs and the associated overhead costs that can not be recovered should the fiber meet point be terminated. In addition, there will also be costs related to the termination of the agreement. Verizon will also incur additional costs to uninstall and relocate the equipment in order to make it available for potential reuse elsewhere in the network. Consequently, Verizon generally does not make investment decisions based on a presumption that it can always redeploy the equipment elsewhere in the network should the expected demand not materialize.

Moreover, Mr. Cornelius has inserted an important qualifier in his statement. He says that Verizon could redeploy if a fiber meet was "not fully utilized *and was later turned down.*" (Emphasis added.) Verizon takes that to mean that the fiber meet was later turned off and no longer carried traffic. That may never come to pass, however, even if the

ITEM: DTE 1-12 CLEC did not use the meet point to its full capabilities. Further, if such
REPLY: Cont'd a “turn down” did occur, it might not occur for years after the fiber meet
point was built, potentially rendering the equipment obsolete or
inappropriate to re-use elsewhere.

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ITEM: DTE 1-13 Does Verizon have spare fiber optic terminals in the central offices between which Charter seeks to establish meet point arrangements in Massachusetts?

REPLY: Verizon does not know the locations where Charter wishes to establish fiber meet arrangements and therefore is unable to answer this question.

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ITEM: DTE 1-14 Has Verizon ever limited the type of traffic that can be exchanged over a fiber meet and/or charged CLECs tariffed rates for platform traffic in Massachusetts or in any other jurisdictions?

Yes. Verizon has included limits on types of traffic that may be transported over a fiber meet arrangement and has made reference to tariffed or other rates for platform traffic in both its interconnection agreements and in its fiber meet amendments and memoranda of understanding (“MOUs”).

Limits on the types of traffic that can be exchanged over a fiber meet arrangement appear in many effective Verizon interconnection agreements. Such terms generally limit the type of traffic that may be exchanged over a fiber meet arrangement to reciprocal compensation traffic, measured internet traffic, tandem transit traffic, and intraLATA toll traffic. In Massachusetts, 48 of 115 currently effective and approved interconnection agreements (more than 40%) contain language that generally limits the type of traffic that may be exchanged.

In fact, this type of limiting language also appears in Charter’s interconnection agreement with Verizon MA (adoption of Line 1 Communications agreement). Specifically, paragraph 3.3 of the Interconnection Amendment to Charter’s ICA states that “[e]xcept as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal

ITEM: DTE 1-14 Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll
REPLY: Cont'd Traffic." Verizon MA's proposal in Charter in this matter would expand this list to permit tandem transit traffic over fiber meet arrangements. Absent agreement of the parties on the rates Charter will pay Verizon to transport other traffic over any meet point arrangement, Charter is bound by the terms of the existing underlying agreement that presently limits access to the fiber meet arrangement to the specified types of traffic.

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ITEM: DTE 1-15 Please refer to the testimony of Charter witness, Ted Shremp, at page 16, lines 11-13. Please indicate if Verizon agrees with this statement. If not, please state why not.

REPLY: The testimony of Charter witness Ted Shremp, at page 16, lines 11-13, reads as follows, "When Charter first requested a fiber meet point arrangement from Verizon in Massachusetts, it was not already exchanging a DS3's worth of traffic in LATA 128."

Based on Verizon MA's response to DTE 1-6, the parties were not exchanging a DS3's worth of traffic in LATA 128, as of July of 2005. Verizon notes, however, that section 3 of the Interconnection Attachment to the parties' interconnection agreement addresses fiber meets, and section 3.2 specifically addresses the issue of the Parties reaching agreement on all parameters prior to establishing a fiber meet, as follows:

3. Alternative Interconnection Arrangements

3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.

3.2 The establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any

ITEM: DTE 1-15

REPLY: Cont'd

other arrangements necessary to implement the Fiber Meet arrangement.

- 3.3 Except as otherwise agreed by the Parties, Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

The language clearly indicates that the parties would need to establish a written agreement before a fiber meet request by Charter could proceed. Verizon provided a proposed amendment to Charter in June, 2005, to begin the process to satisfy the requirement of the interconnection agreement.

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ITEM: DTE 1-16 Please refer to the testimony of Charter witness, Ted Shremp, at page 18, lines 14-15. Please indicate if Verizon agrees with this statement. If not, please state why not.

REPLY: The testimony of Mr. Shremp on page 18, at lines 14-15 contains the following statement: "So Verizon's proposal seems to conflict with the contractual principles that the Parties have already agreed upon."

No, Verizon does not agree with Mr. Shremp's statement on page 18 at lines 14-15. Verizon's proposed contract language is reasonable and fully consistent with the terms of the underlying agreement that Charter chose to adopt. As Verizon stated in its Response to DTE 1-15, that agreement expressly conditions the establishment of any fiber meet arrangement upon Verizon and Charter reaching written agreement on the routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the fiber meet arrangement.

Just as Verizon today bears the full costs of its facilities on its side of the point of interconnection ("POI") with Charter, Verizon is willing to bear the full costs of its facilities on its side of any fiber meet point arrangement so long as the volume of traffic to be exchanged over that facility justifies the estimated costs of replacing the parties' existing interconnection arrangements with a fiber meet point arrangement. Verizon is not required under the terms of its agreement with Charter or the FCC's interconnection rules to shoulder the costs of an expensive form of interconnection when less expensive forms of interconnection are available or, as in this case, already in place.