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March 26, 2010

VIA Hand Delivery

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 090501-TP: Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida LLC by Bright House Networks Information Services (Florida), LLC

Dear Ms. Cole:

Enclosed for filing in the above-referenced Docket, please find the original and 15 copies of the following testimony and exhibits submitted on behalf of Bright House Networks Information Services (Florida), LLC:

1. Direct Testimony of Ms. Marva B. Johnson.
2. Direct Testimony and Exhibits TJG – 1 through TJG – 3 of Mr. Timothy Gates.

True and correct copies of the foregoing have been served in accordance with the Order Establishing Procedure.

Please acknowledge receipt of this filing by stamping the enclosed extra copy of this letter, and returning to me. Thank you for your assistance with this filing. If you have any questions

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DOCUMENT NUMBER-DATE
02165 MAR 26 2
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Ms. Ann Cole
March 26, 2010
Page 2

whatsoever, please do not hesitate to contact me.

Sincerely,



Beth Keating

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Enclosures

cc: Parties of Record
Staff Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Bright House Networks Information
Services (Florida), LLC

Petition for Arbitration of Terms and
Conditions of An Interconnection Agreement
with Verizon Florida, LLC

Docket No. 090501

Filed: March 26, 2010

**DIRECT TESTIMONY
OF MARVA B. JOHNSON**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A.** My name is Marva B. Johnson. My business address is 301 East Pine Street, Suite
3 600, Orlando, Florida 32801.

4 **Q. WHAT IS YOUR POSITION WITH BRIGHT HOUSE NETWORKS**
5 **INFORMATION SERVICES (FLORIDA), LLC?**

6 **A.** I joined Bright House Networks Information Services (Florida), LLC ("Bright
7 House") in October 2006 as the Director, Carrier Relations and Vendor Services. I
8 held that position for approximately two and a half years during which time I also
9 held the same position with other Bright House entities in other states. In March
10 2009, I was promoted to my current position Vice President Technology Policy and
11 Industry Affairs with Bright House Networks, LLC ("BHN") the parent entity of
12 Bright House. My duties now include other issues, but I have retained responsibility
13 for managing Bright House's relations with other carriers in Florida, including
14 Verizon.

15 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**
16 **EXPERIENCE.**

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02165 MAR 26 2

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1 A. I received a Bachelor's of Science in Business Administration (BSBA), with a
2 concentration in Accounting from Georgetown University; a Masters in Business
3 Administration from Emory University's Goizuetta School of Business; and a Juris
4 Doctor from Georgia State University. I am an inactive member of the Georgia State
5 Bar. I have participated in the communications industry for more than fifteen years –
6 since about the time that the Telecommunications Act of 1996¹ became law and
7 opened up local markets to competition. Before working at Bright House, I was the
8 General Counsel of Supra Telecommunications and Information Services, Inc., a
9 competitive local exchange carrier ("CLEC") with operations primarily in Florida.
10 Prior to that, I was the Vice President for Legal and Regulatory at KMC
11 Telecommunications, another CLEC with operations in various states, including
12 throughout the Southeast. My telecommunications experience also includes several
13 management roles within MCI Communications ("MCI"), an interexchange carrier
14 ("IXC") now known as Verizon Business. I was a part of the team that launched
15 MCI's local service product suites when the local telecommunications market
16 opened in 1996. My telecommunications experience also includes tenure as an
17 Internal Auditor within BellSouth Telecommunications, Inc., an incumbent local
18 exchange carrier ("ILEC") now known as AT&T. Prior to joining the
19 telecommunications industry I worked as an auditor for Arthur Andersen &
20 Company.

¹ Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996)
 ("Telecom Act" or "Act").

1 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN PROCEEDINGS**
2 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
3 **(“COMMISSION”)?**

4 A. Yes. I filed testimony before the Commission in Docket 040130, a joint petition for
5 arbitration of certain interconnection agreement terms filed by KMC and other
6 petitioners against BellSouth in 2003. I also participated, in 2005 in Docket
7 041144-TP, a complaint brought by Sprint-Florida, Incorporated 041144-TP against
8 KMC concerning interconnection and access charge related matters.

9 **Q. DO YOU HAVE EXPERIENCE WITH THE ISSUES IN THIS**
10 **PROCEEDING?**

11 A. Yes. I have participated in several negotiations and arbitrations between CLECs and
12 ILECs in Florida and elsewhere. In addition, I participated in a number of the
13 negotiating sessions trying to resolve with Verizon the issues in this arbitration, and
14 have been involved in formulating Bright House’s positions in this matter. Having
15 managed the operations teams charged with implementing the terms of each of our
16 interconnection agreements, I am very familiar with Bright House’s operations in
17 Florida and the potential impact these matters will have on customers served on
18 Bright House’s network. In addition, I am familiar with the telecommunications
19 regulatory policy issues involved.

20 **Q. ON WHOSE BEHALF ARE YOU FILING THIS DIRECT TESTIMONY?**

1 **A.** I am submitting this testimony on behalf of Bright House Networks Information
2 Services (Florida), LLC, the petitioner in this case, which I will refer to here as
3 “Bright House.” At times I will need to refer to Bright House’s affiliated provider of
4 cable television and Voice-over-Internet-Protocol (“VoIP”) services. That entity’s
5 formal name is “Bright House Networks, LLC.” I will refer to that entity as “BHN.”

6 **Q. WHICH OF THE OPEN ISSUES WILL YOU BE ADDRESSING IN THIS**
7 **CASE?**

8 **A.** I will be addressing certain aspects of the following issues: Issue #1, Issue #2, Issue
9 #4(a) #6, Issue #7, Issue #8, Issue #11, Issue #13, Issue #16, Issue #21, Issue #22(a),
10 Issue #22(b), Issue #37, Issue #43, Issue #44, and Issue #45. Bright House is also
11 filing the testimony of Mr. Timothy Gates, who will be addressing certain aspects of
12 some of these issues, as well as other open issues. I would note that I will be taking
13 certain issues out of order in order to discuss together issues that raise similar or
14 related underlying policy and business concerns.

15 **Q. WHAT OTHER TESTIMONY IS BRIGHT HOUSE SUBMITTING IN THIS**
16 **CASE?**

17 **A.** As just noted, Bright House is also filing the testimony of Timothy J Gates, an expert
18 in telecommunications policy issues.

19 **Q. FROM YOUR PERSPECTIVE, WHAT OVERALL CONTEXT SHOULD**
20 **THE COMMISSION CONSIDER IN EVALUATING THE PARTIES’**
21 **POSITIONS IN THIS ARBITRATION?**

1 A. To begin with, I would hope that the Commission appreciates that Bright House, by
2 providing its wholesale services to its affiliate, helps provide a true alternative
3 network for consumers in Florida, and that we have been recognized for the quality
4 of our products and customer service. We continue to invest in and grow our
5 business, and we are simply asking for basic interconnection rights on fair terms and
6 conditions.

7 I have been involved in the competitive telecommunications business for the entire
8 “competitive era” since the passage of the 1996 Act. As a result, I have seen first-
9 hand how extremely difficult it has been for competitors to break into the business
10 that was formerly a legally protected monopoly held by ILECs such as Verizon.

11 That said, in recent years I have also seen that successfully competing against the
12 ILEC is possible, using the wholesale supplier model that Bright House uses. Under
13 that approach, which has been widely adopted by firms within the cable industry, a
14 cable system operator who has upgraded its system to include high-speed Internet
15 capability is in a position to offer unregulated VoIP service as well.

16 Q. DOES YOUR SUCCESS IN THE MARKET DEPEND, IN SIGNIFICANT
17 PART, ON THE TERMS AND CONDITIONS IN THE INTERCONNECTION
18 AGREEMENT (“ICA”)?

19 A. To be competitively viable, our affiliate’s VoIP service has to be “interconnected”
20 with the traditional public switched telephone network. (“PSTN”) This involves
21 obtaining telephone exchange service (essentially, “local” service), along with a
22 variety of other administrative and telecommunications services, on a “wholesale”

1 basis. This wholesale telephone service is then combined with a variety of features to
2 create what is (in Florida) unregulated interconnected VoIP service.²

3 Some cable operators look to independent third parties, such as Sprint or (in the past)
4 MCI, to provide that connectivity. Bright House initially entered the market relying
5 on MCI. Eventually, however, Bright House concluded that BHN and the VoIP end
6 users would be better served by using an affiliated CLEC to provide that
7 functionality. As a result, Bright House obtained its own switching equipment and
8 other network gear, severed its relationship with MCI (which by then had been
9 purchased by Verizon), and undertook providing wholesale telephone exchange
10 services to BHN.

11 The precise figures are confidential, but I can say that we have achieved a good
12 measure of success in the marketplace with our overall approach. I am sure that in
13 part this simply reflects the fact that consumers were eager for a real choice in voice
14 service suppliers after decades of being served by a monopoly. But more
15 fundamentally, as we noted in our arbitration petition, we have succeeded in the
16 marketplace due to our unwavering commitment to deliver top-quality customer
17 service. As noted there, this resulted in BHN receiving strong positive recognition,
18 including earning national attention by the highly respected J.D. Power and
19 Associates organization for its Digital Phone service, for the fourth year in a row.

² The FCC has a formal definition of what constitutes “interconnected VoIP service.” See 47 C.F.R. § 9.5. In this arbitration, the parties have agreed to incorporate that definition into their interconnection agreement.

1 **Q. WHAT WAS THE BASIS FOR THE J.D. POWER AND ASSOCIATES**
2 **AWARD TO BRIGHT HOUSE?**

3 **A.** According to the J.D. Power and Associates 2009 Residential Telephone Customer
4 Satisfaction Study released September 16, 2009, Bright House Networks' customer
5 satisfaction scores in the South Region were highest for all five factors that comprise
6 Customer Satisfaction: Customer Service; Performance and Reliability; Cost of
7 Service; Billing, and Offerings and Promotions. This commitment to service is
8 reflected in the hundreds of thousands of end user customers who receive VoIP
9 service from BHN and their connectivity to the PSTN, indirectly, through Bright
10 House.

11 **Q. HOW DOES THIS CONTEXT RELATE TO THE ISSUES IN DISPUTE**
12 **BETWEEN BRIGHT HOUSE AND VERIZON?**

13 **A.** After a decade of watching firms trying out different competitive models struggling
14 to survive and grow, and then looking at the marketplace success of our services,
15 from my perspective, it appears that cable-based competition is one of the only,
16 viable business models for competing with an ILEC like Verizon over the long term,
17 particularly in the residential market place. Other business models, such as resale of
18 the ILEC's services, or reliance on unbundled network elements, are burdened with
19 economic and operational challenges that are difficult or impossible to overcome.
20 The basic reason is that in those other models, mission-critical inputs for the
21 competitors have to come from the ILEC itself. In contrast, full facilities-based
22 competition, of the sort provided by Bright House's wholesale service in support of

1 BHN's unregulated voice offering, is going to be more successful in the long term,
2 because facilities-based competition allows the competitor to control its own destiny
3 (and its costs, features, and quality of service) to the maximum extent possible.

4 In practical terms, that means that the Commission has to evaluate whether "terms
5 and conditions" in Bright House's agreement with Verizon are "just and reasonable"
6 not merely in light of abstract policy considerations, but in the practical sense of how
7 effectively they enable and facilitate the kind of facilities-based competition that
8 Bright House is providing today, and seeks to provide in the future. At a high level,
9 this is the kind of competition that is really working, on a day-to-day basis, to
10 provide Florida consumers with the benefits that competition brings – lower prices,
11 better customer service, and continuing improvement and innovation in the range
12 and type of services consumers have available.

13 In this regard, as the Commission is, I think, aware, we have settled a lot of open
14 issues with Verizon, and we hope to settle even more before this matter goes to
15 hearing. We like to think that we are practical business people who can find
16 reasonable compromises on a wide range of operational issues. I say this because I
17 want the Commission to understand that where we have been *unable* to agree with
18 Verizon, and have therefore been forced to bring a matter to the Commission for
19 resolution, it is because we believe that our ability to serve our customers well, today
20 and in the future, will be materially affected by getting that issue right.

21 I urge the Commission to view all the issues in this case through that lens – what
22 resolution will enable consumers in Florida to continue to receive the increasing

1 benefits of real facilities-based competition for their voice communications services.

2 It is my belief and hope that the Commission will see that the positions Bright House
3 has taken in this arbitration all make sense when viewed in that light.

4 **Issue #6: If during the term of this agreement Verizon becomes required to**
5 **offer a service under the ICA, may the parties be required to**
6 **enter into good faith negotiations concerning the implementation**
7 **of that service?**

8 **Issue #7: Should Verizon be allowed to cease performing duties provided**
9 **for in this agreement that are not required by applicable law?**

10 **Q. FROM YOUR BUSINESS PERSPECTIVE, WHAT ARE ISSUE**
11 **#6 AND ISSUE #7 ABOUT?**

12 **A.** From my perspective as a businessperson, Verizon is both a major supplier and a
13 major customer to Bright House. When my end users call Verizon end users, Bright
14 House buys call termination services from Verizon. When Verizon's customers call
15 my customers, Verizon buys call termination services from Bright House. Providing
16 those services requires both carriers to obtain and operate a variety of transmission
17 equipment and facilities (such as optical fiber running from Bright House's network
18 to Verizon's) and switching gear (to properly route individual calls), as well as to
19 perform a variety of "behind-the-scenes" administrative functions, such as
20 processing orders from the other to transfer customers who are switching carriers,
21 arrange for directory listings where requested, etc.

22 While we have achieved some real marketplace success, the fact remains that most
23 telephone service in the Tampa/St. Petersburg area (Verizon's territory) is provided
24 by Verizon. As a result, for our service to be viable, our customers need to be able to
25 call Verizon's customers. As just noted, that means I have to buy call termination

1 and related services from Verizon. Those and the other services we obtain from
2 Verizon make means that we are dependent upon Verizon as one of largest, if not our
3 largest, single supplier of inputs to our own services.

4 In that context, as a businessperson I need a clear and understandable contract that
5 lets me know specifically what Verizon is going to do for me, and how much I am
6 going to be charged for its activities. The point of the negotiation and arbitration
7 process set up in the 1996 Act, and under which we are before the Commission
8 today, is to provide a means to establish such a contract. As I understand it, the idea
9 was the real business-to-business negotiations would supplant the old style of top-
10 down, command-and-control regulation that used to govern the industry.³

11 Unfortunately, over and over throughout its draft interconnection agreement, Verizon
12 has inserted language and concepts that take away from the straightforward, definite

³ Courts have recognized that under the 1996 Act, ILECs like Verizon are supposed to really negotiate with CLECs, rather than rely on top-down regulatory mechanisms like tariffs. For example, In *Verizon v. Strand*, 367 F.3d 577, 586 (6th Cir. 2004), the court stated that tariffs cannot be used "to sidestep the negotiation and arbitration process under § 252." The court found that:

"One of the primary purposes of the Act is to increase competition in the telephony marketplace. The Act is labeled as 'An Act To promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies.' Pub. L. No. 104-104, 110 Stat. 56, 56 (1996) (emphasis added). Part of this statutory imperative is manifested in the §252 process, which encourages private and voluntary negotiation, backed by the threat of state-commission intervention, to achieve interconnection. See H.R. Conf. Rep. No. 104-458, at 124, 1996 U.S.C.C.A.N. at 135. [State tariffs] frustrate[] Congress's intent by eviscerating its chosen mechanism for increasing competition in the local telephony market and by upsetting the intricate balance between competitors and incumbents."

1 terms that a sound contract would contain, substituting vagueness and uncertainty
2 instead. This is not what the deregulatory framework of the 1996 Act is supposed to
3 be about. And, legalities aside, it's simply bad business practice. Granting that the
4 subject matter of a carrier-to-carrier interconnection agreement can get complicated,
5 still, someone familiar with industry jargon and operations should be able to read a
6 well-written contract and figure out which party has to do what, and how much it
7 will cost. That is simply not possible with the contract Verizon has put forward.

8 **Q. WHAT ARE THE PARTICULAR PROBLEMS THAT YOU SEE WITH THE**
9 **LANGUAGE VERIZON HAS PROPOSED?**

10 **A.** Originally, the problems fell into two categories: (1) you can't tell from the face of
11 the contract what functions will result in a charge, and what won't, and you can't tell
12 how much any such charges might be or when they might be invoiced (mainly Issue
13 #1 and Issue #2); and (2) you can't tell from the face of the contract whether Verizon
14 is actually committing to *do* anything or not (mainly Issue #6 and Issue #7). As
15 noted below, we recently agreed with Verizon on a procedure to identify prices
16 (Issue #1 and Issue #2), so ideally this will not be a problem as we move forward.
17 But Verizon's lack of actual contractual commitment remains. Without commenting
18 on the formal legal question of what it takes to have a valid contract, as a practical
19 businessperson, at some point a document becomes too vague and uncertain to
20 warrant being called a "contract" at all. Verizon's proposed language has, in my
21 view, crossed that line.

1 **Q. PLEASE DISCUSS THE PROBLEMS ARISING FROM A LACK OF**
2 **CLARITY ABOUT WHETHER VERIZON IS MAKING A COMMITMENT**
3 **TO PERFORM UNDER THE CONTRACT.**

4 **A.** This problem is highlighted by Issue #6 and Issue #7. Issue #6 relates to Verizon
5 qualifying its commitments to perform its stated contractual duties, while Issue #7
6 relates to Verizon trying to preserve a right to weasel out of the most meaningful
7 “business” commitments the contract actually makes.

8 **Q. PLEASE EXPLAIN HOW VERIZON UNREASONABLY AND UNFAIRLY**
9 **SEEKS TO QUALIFY ITS COMMITMENTS TO PERFORM ITS**
10 **CONTRACTUAL DUTIES.**

11 **A.** The contract contains any number of provisions saying that Verizon “shall” perform
12 one or another function. But in the General Terms and Conditions, and again in
13 essentially every substantive “attachment” to the contract, Verizon totally
14 undermines those commitments with the following language:

15 If and, to the extent that Verizon, prior to the Effective Date of this
16 Agreement, has not provided in the State of Florida, a Service offered
17 under this Agreement, Verizon reserves the right to negotiate in good
18 faith with Bright House reasonable terms and conditions (including,
19 without limitation, rates and implementation timeframes) for such
20 Service; and, if the Parties cannot agree to such terms and conditions
21 (including, without limitation, rates and implementation timeframes),
22 either Party may utilize the Agreement’s dispute resolution
23 procedures.

24 From a business perspective, this language is stunning. No matter what Verizon may
25 say in the contract that it is committed to do, its actual commitment depends on
26 whether it has ever performed those functions before in Florida. If it has, fine. But

1 if it hasn't, then its' supposed commitment to perform its contractual duties is
2 nothing but a sham, because in that case, the only thing Verizon will agree to is to
3 *negotiate* some more, about everything – rates, terms, conditions, and timeframes for
4 implementation. Based on my experience with interconnection negotiations,
5 Verizon's loophole language is not an acceptable resolution process. It is cold
6 comfort to know that I will be faced with more negotiations for any service or
7 function that Verizon has not performed in Florida.

8 This language is particularly outrageous because the whole point of the negotiation-
9 arbitration procedures established by the 1996 Act is to establish a reasonably quick
10 time frame – nine months – to get from the start of negotiations to a complete,
11 finished contract. We are already going to end up well past that deadline in getting
12 this case resolved, on its current procedural schedule. It is almost insulting, as a
13 business matter, to have Verizon suggest that we can negotiate and arbitrate open
14 issues for what will turn out to be more than a year, and end up with a contract
15 where, on any number of important matters, all Verizon will “commit” do to is
16 negotiate some more.

17 But Verizon's position is even more unreasonable than that. Let's assume for
18 purposes of discussion that if Verizon really has never performed some particular
19 function in Florida before, that it actually makes sense to (in effect) agree in
20 principle that they will perform it when we ask them to, but that the details of the
21 performance will be worked out later. Bright House actually has no objection to that
22 approach in certain situations. But for that approach to make sense, we need to know
23 *in advance* which of Verizon's stated contractual duties are real commitments, and

1 which are really just “agreements in principle” that they will perform the function in
2 some way. From the outset of our negotiations last fall, we asked Verizon to identify
3 what functions they were supposedly offering in the contract, but that – in light of
4 the language they include in every substantive section – they were not actually yet
5 prepared to provide in Florida. They have never done so, leaving us entirely in
6 limbo as to whether *any* of their commitments are real or not.

7 In these circumstances, the only reasonable thing for the Commission to do is to
8 strike Verizon’s weasel-wording about its performance obligations, which is what
9 Bright House has suggested that the Commission do.

10 **Q. WHAT IS THE PROBLEM WITH VERIZON SEEKING TO ESCAPE FROM**
11 **ITS COMMITMENTS ENTIRELY, COVERED BY ISSUE #7?**

12 A. Issue #7 is a bit more subtle than Issue #6. It arises from Verizon’s proposed Section
13 50.1 of the General Terms and Conditions. In that provision, notwithstanding its
14 supposed commitments in the contract, and notwithstanding the parties’ agreement
15 that the contract will have a three-year term, Verizon tries to claim the right to
16 simply walk away from *any* obligation in the contract any time that, in Verizon’s its
17 unilateral view, that commitment is not “required by Applicable Law.”

18 Putting this in practical terms, what Verizon is saying is this: “We will do what
19 existing laws and regulations literally *require* us to do. Any negotiating we may
20 have done to flesh out the details of what that means, and any agreement we have
21 made to go beyond the literal requirements of the law, is not a real obligation on
22 Verizon. We can walk away from any of that, at will, on 30 days notice.”

1 **Q. WHY IS THIS A PROBLEM FROM A BUSINESS PERSPECTIVE?**

2 **A.** There are several problems. First, as suggested above, “Applicable Law” is, in many
3 cases, fairly general in nature, and does not specify in any detail precisely how the
4 general duties (such as a duty to act in a “reasonable” manner) have to be fulfilled.
5 One of the key objectives of getting specific contractual commitments nailed down is
6 precisely so that the parties will know those details. But under Verizon’s language,
7 even if we agreed on a particular way of doing something, if Bright House can’t
8 point to some statute or regulation or ruling that specifically says that Verizon has to
9 perform in that manner, Verizon can say “Well, I may have agreed with you to do it
10 that way, but “*Applicable Law*” does not *require* me to do it that way, so under
11 Section 50.1 I can change my mind and stop doing it.”

12 More fundamentally, in Section 50.1 Verizon is trying to undermine the entire
13 concept of the implementation of local competition under the 1996 Act, which,
14 again, is supposed to proceed by means of binding, business-to-business contractual
15 commitments. Verizon’s proposed language throws that out the window and says
16 that all it is really agreeing to do is what top-down, command-and-control
17 regulations tell it to do.

18 **Q. ARE YOU SUGGESTING THAT GOVERNMENT REGULATION IN THIS**
19 **FIELD IS NOT NECESSARY OR IMPORTANT?**

20 **A.** No, not at all. This is a complicated area, and as we noted in our arbitration petition,
21 even when there is a great deal of retail competition, for that competition to work,
22 the competitors have to cooperate in many important ways behind the scenes.

1 Regulation is needed to specify what that cooperation entails, which in some cases
2 will change over time as technology, law and marketplace conditions change. But
3 the basic approach of the 1996 Act is to cut back on the amount of detailed
4 regulation that would otherwise be needed, by directing the parties to negotiate
5 binding contracts that specify *how* the general obligations contained in the law will
6 be fulfilled. By claiming the right to walk away from any commitment in the
7 contract that is not, itself, literally *required* by laws and regulations cuts the heart out
8 of that process. Further, because we each rely on the key inputs from the other in our
9 delivery of services to Florida consumers, we must have a reasonable and orderly
10 process for implementing rules that will ultimately impact our delivery of services to
11 Florida consumers.

12 For these reasons, the Commission should accept Bright House's position and
13 completely delete Verizon's proposed Section 50 from the contract.

14 **Issue #1: Should tariffed rates and associated terms apply to services**
15 **ordered under or provided in accordance with the ICA?**

16 **Issue #2: Should all charges under the ICA be expressly stated? If not,**
17 **what payment obligations arise when a party renders a service to**
18 **the other party for which the ICA does not specify a particular**
19 **rate?**

20 Very recently – just before the filing of this testimony – we reached an agreement
21 with Verizon to (a) go over the contract carefully and identify what items are
22 chargeable and which are not (b) agree on specific prices (or, if mutually agreeable,
23 tariff references) where we can; and (c) present the Commission with disputes we
24 may have as of the filing of our pre-hearing statements in early May. So at this point
25 we do not have an active dispute about Issue #1 and Issue #2.

1 But we still have problems with Verizon refusing to actually commit to performing
2 the obligations set out in the contract.

3 **Issue #11: Should the ICA state that “ordering” a service does not mean a**
4 **charge will apply?**

5 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #11?**

6 **A.** It is very typical in the industry and in the draft ICA to refer to one party “ordering”
7 functions from the other. We are concerned that the term “order” not imply the
8 existence of a payment obligation. Ideally, the effort we are going to be undertaking
9 with Verizon to clarify the prices (if any) that apply to functions we might look to
10 Verizon to perform, will minimize any practical concerns about this. Even so, it is a
11 good idea to eliminate ambiguity in the use of the term “ordering,” and we propose
12 to do so.

13 **Issue #45: Should Verizon’s collocation terms be included in the ICA or**
14 **should the ICA refer to Verizon’s collocation tariffs?**

15 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #45?**

16 **A.** Our current agreement with Verizon includes reasonably detailed provisions
17 governing the collocation arrangements we have with Verizon. Verizon’s draft ICA
18 suggests that we would simply look to Verizon’s collocation tariffs for all those
19 terms. The pricing exercise we are going to go through with Verizon will, we hope,
20 eliminate our concerns about pricing of collocation. But the operational terms and
21 conditions regarding collocation should be set out in the contract as well. Otherwise
22 Verizon would be in a position to modify those terms essentially at will, which is
23 unfair. I would note also that Verizon makes reference to both its interstate and

1 intrastate tariffs, making it very difficult to know what terms would apply. For these
2 reasons, the Commission should direct the parties to include specific collocation
3 terms and conditions in the contract.

4 **Issue #8: Should the ICA include terms that prohibit Verizon from selling**
5 **its territory unless the buyer assumes the ICA?**

6 **Q. WHAT IS BRIGHT HOUSE'S CONCERN REGARDING ISSUE #8?**

7 **A.** We are investing, and have invested, considerable time and money in working out
8 our new interconnection agreement with Verizon. We understand that Verizon
9 should, in general, have the right to sell parts of its territory (assuming such a sale
10 complies with whatever other rules and regulations would apply to it). But there is
11 no reason at all to allow Verizon to sell its territory "free and clear" of the
12 obligations Verizon will have under our interconnection agreement. Anybody
13 buying Verizon's Tampa/St. Petersburg territory would not only be acquiring
14 Verizon's switches, fiber optic cables, and customer base. The buyer would also be
15 acquiring Verizon's relationship with Bright House, and its obligation to continue to
16 provide the call termination, order processing, number portability, and other
17 functions that Verizon is obliged to provide to us under our agreement.

18 Think of Verizon's contractual obligations to Bright House like a mortgage on a
19 house. The owner of a house is free to sell it, but the fact that the house can be sold
20 does not mean that the owner can simply walk away from the mortgage. Instead, the
21 owner can either pay off the mortgage, or – if the new buyer is acceptable to the
22 bank – the new buyer can assume the mortgage obligations, i.e., to buy the house
23 "subject to" the mortgage.

1 **Q. HOW CAN THIS PROBLEM BE SOLVED?**

2 **A.** For better or worse, interconnection agreements are a lot more complicated than
3 mortgages, so there is no easy way for Verizon to “pay off” an interconnection
4 agreement. So there are only two ways to solve this problem. One is to say that
5 Verizon cannot sell its territory at all, until the new buyer has negotiated and
6 arbitrated a completely new interconnection agreement with Bright House (and any
7 other CLECs that Verizon is interconnected with). The other is to say that before it
8 can sell its territory, Verizon has to get the buyer to agree to honor the terms of the
9 existing agreement. This latter course – which is what we have proposed – seems
10 much more reasonable, since the buyer will be acquiring Verizon’s territory as a
11 “going concern” that already includes the physical arrangements and day-to-day
12 business processes needed to perform its duties under the agreement.

13 But, again, what isn’t reasonable is letting Verizon simply sell its territory, cancel the
14 interconnection agreement, and leave Bright House and its end users out in the cold.
15 That would be like saying that any time I sell my house, any existing mortgage on it
16 is automatically canceled, with the bank left unpaid and holding the bag.

17 **Issue #16: Should Bright House be required to provide assurance of**
18 **payment? If so, under what circumstances, and what remedies**
19 **are available to Verizon if assurance of payment is not**
20 **forthcoming?**

21 **Q. WHAT IS BRIGHT HOUSE’S PROBLEM WITH VERIZON’S PROPOSED**
22 **ASSURANCE OF PAYMENT REQUIREMENT?**

1 **A.** We have several problems. First, we have been dealing with Verizon for years and,
2 while we have had our share of disputes about *what* we owe, there has never been
3 any problem with paying our legitimate bills. Second, Verizon pays us, on a
4 monthly basis, very considerable sums of money – not identical to, but very much in
5 the range of, what we pay Verizon. Yet when we asked Verizon to make the
6 assurance of payment language mutual – that is, giving *us* the right to demand
7 assurances from Verizon on the same terms that Verizon wants to demand
8 assurances from us – they said no. Third, some of the particular language Verizon
9 proposed regarding when it could demand assurances of payment was very vague,
10 yet Verizon asserts the draconian right to stop all performance under the contract if
11 its demands are not met.

12 Given all this, we have essentially thrown up our hands on this issue and proposed to
13 delete the entire provision. Verizon remains protected in that, if for some reason we
14 stopped paying our legitimate bills – which we won't – Verizon is fully entitled
15 under the contract to declare us in breach and sue us to collect the money, just like
16 under a normal contract.

17 **Q. IS THE FINANCIAL EXPOSURE MUTUAL FOR VERIZON AND BRIGHT**
18 **HOUSE?**

19 **A.** Yes. Verizon sends us millions of minutes of traffic every month – that is, Verizon
20 uses our services for the benefit of its customers – just as we send them millions of
21 minutes of traffic. The hundreds of thousands of customers that the two of us serve
22 would all be seriously harmed – and the public interest harmed as well – if there

1 were any actual, serious disruption in our ongoing physical interconnection
2 relationship. I don't see any good reason to give either party any sort of unilateral
3 right to interfere with that relationship – which is what Verizon's language would do.
4 (General Terms and Conditions, §6.8.)

5 Considering all this, the Commission should agree with Bright House to simply
6 delete this section of Verizon's proposed contract.

7 **Issue #21: What contractual limits should apply to the parties' use of**
8 **information gained through their dealings with the other party?**

9 **Q. WHY IS BRIGHT HOUSE INSISTING ON RESTRICTIONS ON**
10 **VERIZON'S USE OF CONFIDENTIAL INFORMATION OTHER THAN**
11 **THOSE VERIZON PROPOSED IN ITS DRAFT CONTRACT?**

12 **A.** This issue fits into the old saying, "Fool me once, shame on you; fool me twice,
13 shame on me." Starting in the summer of 2007 Verizon began a campaign of
14 blatantly misusing confidential information regarding which customers had chosen to
15 switch from Verizon to Bright House. Because we have to work with Verizon to
16 coordinate when Verizon's service will terminate and ours will begin in order to
17 transfer the customer's telephone number over to us, etc. we have no choice other
18 than to give this confidential information to them. We complained directly to
19 Verizon, who had convinced itself that somehow it had the right to abuse our
20 confidential information. We (along with other affected cable-affiliated CLECs)
21 eventually had to sue them. After some internal processes at the FCC, that body

1 condemned their behavior in a 4-1 vote; the FCC's decision was affirmed by the
2 D.C. Circuit in a 3-0 vote.⁴

3 In light of Verizon's proven willingness to take steps that harm our customers, abuse
4 our information and cause us competitive harm based on its own "creative"
5 interpretation of the scope of its duties to protect and appropriately use our
6 confidential information, the only logical and prudent thing for Bright House is to (a)
7 insist on a more detailed description of what Verizon has to do to keep our
8 information confidential, and (b) include further protections for Bright House in case
9 they fail to do so (in the form of an express agreement by Verizon that we are
10 irreparably harmed by a breach of those protections, making it easier for us to get an
11 injunction against them if we have to). Verizon needs to understand that its
12 decisions have consequences. It made the decision to invent an aggressive and
13 unreasonable interpretation of its confidentiality obligations in an attempt to obtain a
14 marketplace advantage. Its position seems to be, "oh, sorry, never mind, it won't
15 happen again." As one of the parties on the receiving end of Verizon's abusive
16 behavior, that simply isn't good enough.

17 For these reasons, the Commission should approve Bright House's proposed
18 language strengthening the protections afforded to confidential information the
19 parties might exchange under the agreement.

20 **Issue #13: What time limits should apply to the Parties' right to bill for**
21 **services and dispute charges for billed services?**

⁴ See *Bright House Networks, LLC et al. v. Verizon California, Inc., et al.*,
Memorandum Opinion and Order, 23 FCC Rcd 10704 (2008), *affirmed*, *Verizon*
California, Inc. v. FCC, 555 F.3d 270 (D.C. Cir. 2009).

1 **Q. WHAT IS BRIGHT HOUSE SEEKING WITH RESPECT TO ISSUE #13?**

2 **A.** Bright House and Verizon exchange millions of minutes of traffic each month, and
3 process thousands of orders relating to customers changing from one carrier to
4 another. They jointly link their networks with hundreds if not thousands of
5 individual “trunks” that have to be provided on a coordinated basis, both technically
6 and from an operational perspective. This situation results in a vast number of
7 separate “transactions” to which some charges might – or might not – apply.

8 On the one hand, this complicated set of transactions means that some amount of
9 errors in billing, or failures to bill, or disputes about billing rates, is inevitable. Some
10 reasonable allowance needs to be made to deal with those possibilities. But there has
11 to be some point at which these transactions are deemed final. Bright House has
12 proposed a limit of one year. If a party erroneously fails to bill for some service, it
13 has a year to submit a back-bill. If a party pays a bill but later realizes it should have
14 objected, it has a year to raise the retrospective objection. But as a practical matter,
15 that has to be enough.⁵

16 Verizon wants there to be no contractual limit at all on how far back an already-paid
17 bill can be re-opened for dispute and discussion, and no contractual limit at all on
18 how long a party can sit on a bill without sending it to the other party for payment.
19 (Verizon says that the normal “statute of limitations” would apply, but as I

⁵ Note that this issue does not affect billing disputes that are raised within the appropriate time frame. A billing dispute can indeed take more than a year to resolve. This issue relates not to the time frame within which a billing dispute must be *resolved*, but rather to the time frame within which a billing issue must be *raised*.

1 understand it those periods are actually longer than the entire term of the contract.)

2 This is unreasonable and potentially abusive.

3 **Q. IS THIS ANOTHER EXAMPLE OF BRIGHT HOUSE SEEKING**
4 **CERTAINTY AND CLARITY IN THE TERMS OF THE AGREEMENT?**

5 **A.** Yes. As noted above in connection with confidential information, Verizon has
6 proven that it is willing to pursue “creative” interpretations of its legal obligations if
7 it sees some advantage from doing so. In the context of Issue #13, this means that –
8 under Verizon’s proposed language – Bright House would not actually know for
9 years whether or not Verizon might decide to seek additional payment from Bright
10 House for services already provide, or seek to recoup moneys already paid to Bright
11 House for services that Bright House provided to Verizon. In light of Verizon’s past
12 behavior, it is not reasonable for Bright House to demand a reasonable limit on how
13 much retroactive exposure – either to back-bills or to disputes of bills already paid –
14 Bright House should be expected to bear.

15 For these reasons, the Commission should adopt Bright House’s position on Issue
16 #13.

17 **Issue #22: (a) Under what circumstances, if any, may Bright House use**
18 **Verizon’s Operations Support Systems for purposes other than**
19 **the provision of telecommunications services to its customers?**

20 **Q. WHAT IS BRIGHT HOUSE’S CONCERN REGARDING ISSUE #22(a)?**

21 **A.** As noted above, Bright House uses a wholesale business model under which it
22 provides wholesale/bulk telephone exchange services to BHN, which uses those

1 services in fashioning an unregulated “interconnected VoIP” service provided to end
2 users. As the Commission is aware, the regulatory classification of VoIP services
3 under federal law is somewhat unclear. Now, when Bright House accesses
4 Verizon’s Operations Support Systems (OSS) in connection with its wholesale
5 telephone exchange services, in Bright House’s view that use is fully in compliance
6 with Verizon’s language in Section 8.4 of the Additional Services Attachment, which
7 states: “Verizon OSS Facilities may be accessed and used by Bright House *only* to
8 provide Telecommunications Services to Bright House Customers” (emphasis
9 added). That said, we are concerned that we not be subject to abuse by Verizon.
10 Specifically, we are concerned that Verizon might decide that, when Bright House
11 makes use of Verizon’s OSS, it is doing so not “only” to “provide
12 Telecommunications Services” to our (direct) customer, our cable affiliate, but *also*
13 to support the provision of unregulated VoIP services to end users by BHN. In light
14 of Verizon’s behavior regarding our confidential information discussed above, we
15 can certainly imagine getting a letter from Verizon telling us that we no longer have
16 access to their OSS because we had not complied with Section 8.4.

17 For these reasons, we have proposed to simply delete this provision from the
18 contract, and I urge the Commission to so order.

19 **Issue #4: (a) How should the ICA define and use the terms “Customer”**
20 **and “End User”?**

21 **Q. WHAT IS BRIGHT HOUSE’S CONCERN REGARDING ISSUE # 4(a)?**

22 **A.** This concern is parallel to that just discussed. We use a wholesale business model,
23 and as of today we only have one customer for our telephone exchange services –

1 BHN, our cable affiliate that provides VoIP services to its subscribers.⁶ In various
2 places the agreement refers to a party's "Customers" and/or "end users." In context
3 – for example, in discussions of directory listings, or number portability, or E911
4 arrangements – it only makes sense to construe those references to mean the end user
5 customers who subscribe to the unregulated VoIP services offered by our cable
6 affiliate. But Verizon's originally proposed definition of "Customer" could be read
7 differently, so that Bright House's only "Customer" would be its cable affiliate. To
8 deal with this problem, we proposed to modify the definition of "Customer," and to
9 add a definition of "End User," which would make clear that the contract was
10 referring to the actual, ultimate consumer of voice services.

11 Verizon has not agreed with our proposed changes. That said, within the last few
12 weeks we *have* agreed with Verizon that there is no dispute that we will exchange
13 traffic with each other without giving any significance to whether the calls originate
14 or terminate in VoIP format or the traditional circuit-switched, time-division-
15 multiplexed format of the public switched telephone network. That may well
16 indicate that this issue will not be a problem, which would suggest that we can work
17 out language with Verizon to address our concerns.

18 That hasn't happened yet, however, so at this point I have to request that the
19 Commission adopt our proposed language regarding the definition of "Customer"
20 and "End User."

⁶ Of course, we have many customers for other services. For example, we provide call termination services to a number of entities that interconnect with us, including Verizon, and we provide originating and terminating access services to various long distance carriers.

1 **Issue #22: (b) What constraints, if any, should the ICA place on**
2 **Verizon’s ability to modify its OSS?**

3 **Q. WHAT IS BRIGHT HOUSE’S CONCERN REGARDING ISSUE #22(b)?**

4 **A.** In some respects, this issue is related to the problem I discussed above with respect
5 to Verizon seeking to avoid making actual contractual commitments. We recognize
6 that Verizon has the right, in general, to upgrade and modify its own systems,
7 including its OSS. With regard to this issue, we are trying to accomplish two things.
8 First, to the extent that Verizon does modify its OSS, we believe it is reasonable to
9 require that Verizon provide “commercially reasonable” advance notice of those
10 changes, to allow Bright House to adjust to them. (Additional Services Attachment,
11 § 8.2.3.) Second, while we realize that there is some upper limit on the number of
12 transactions that Verizon’s OSS can process, we also propose that any volume
13 limitations Verizon impose be “commercially reasonable.” (Additional Services
14 Attachment, § 8.8.2.) Otherwise, one can imagine Verizon using an unfettered right
15 to impose limits on the number of transactions to control how many number port-out
16 requests Bright might submit in any one day, thereby limiting how quickly Verizon
17 loses customers.

18 Finally, we also propose that Verizon agree that any transactions that are handled
19 under the agreement be handled via its automated OSS. (Additional Services
20 Attachment, § 8.2.1.) The scale and scope of Bright House’s interconnection
21 relationship with Verizon makes manual ordering and processing simply untenable
22 as a practical matter. On this latter point, I would note that Verizon has never
23 responded substantively. We would be willing to entertain a discussion with Verizon

1 about identifying specific transaction types that might be exempt from this
2 requirement. In the absence of such discussions, however, the only reasonable
3 course is to provide that all transactions will, indeed, be handled electronically.

4 **Issue #37: How should the types of traffic (e.g. local, ISP, access) that are**
5 **exchanged be defined and what rates should apply?**

6 **Q. WHAT ASPECT OF ISSUE #37 DO YOU ADDRESS?**

7 **A.** To place my answer in context, I would note that there are a number of issues
8 surrounding traffic definition and classification, the compensation appropriate to
9 different types of traffic, etc., that are addressed by Mr. Gates. I want to emphasize,
10 from a business perspective, the question of how to treat calls from our customers to
11 Verizon customers that we treat as local calls, but that geographically cross the
12 boundary of a *Verizon* local calling area.

13 **Q. WHAT IS THE UNDERLYING ISSUE ON THAT POINT?**

14 **A.** From the customer's perspective, the basic question in making a call is whether it is
15 made "for free" – that is, whether it is included in a flat-rated calling plan or (in the
16 wireless context) within the "bucket of minutes" that the customer has purchased.
17 The alternative is a toll call, where the customer not only pays the flat basic rate, but
18 is also assessed a separate charge for making that particular call.

19 Traditionally in the telephone business, there was only one monopoly phone
20 company, and the phone company determined which calls were free local calls and
21 which were toll calls on the basis of geography. Calls within some area (which

1 varied greatly from state to state) were free; “long distance” calls – calls that went
2 outside that area – were toll calls.

3 Now that there is retail telephone competition, one way that carriers can compete
4 with each other is by offering broader “free” local calling areas. Bright House does
5 this; its end users can make calls anywhere in Florida (and, in fact, anywhere in the
6 country) as part of a single, flat-rated service plan.

7 There is no possible sensible reason that Bright House should have to pay
8 terminating access charges to Verizon when a Bright House customer makes a local
9 call, included within the customer’s local calling plan, that goes to a Verizon
10 customer who happens to be in a different *Verizon* local calling area. Mr. Gates
11 discusses the policy and economic aspects of this in more detail. As a practical
12 businessperson, however, I would note the following.

13 First, Verizon seems to think that it still has a territorial monopoly, and that it gets to
14 decide, for all carriers operating in “its” territory, what calls count as local (which
15 Verizon will agree to terminate at reciprocal compensation rates), and what calls
16 count as “long distance” (for which Verizon, in its view, gets to demand access
17 charges). But one of the key points creating local competition is to allow
18 competition to create lower prices for consumers. One way to create lower prices
19 might be to match Verizon’s local calling zones, but provide service within those
20 zones at a lower rate. But a better way – at least as far as consumer acceptance is
21 concerned – is to beat Verizon’s flat rate *and* offer a larger area within which free
22 calls can be made.

1 **Q. IS VERIZON ATTEMPTING TO CONTROL HOW BRIGHT HOUSE**
2 **DEFINES ITS LOCAL CALLING AREA?**

3 A. Not directly. But Verizon's contract language tries to force Bright House to pay
4 access charges for calls Bright House's end users make that cross Verizon's local
5 calling zone boundaries, even if those calls are within *Bright House's* local calling
6 zone and Bright House is not receiving any toll revenues for them. This imposes a
7 form of "tax" on Bright House – which is necessarily included in end user rates – for
8 the benefit of Verizon, a tax on Bright House having the temerity to challenge
9 Verizon's smaller local calling zones.

10 This same basic issue came before the Commission some years ago in the context of
11 a generic investigation of something called "Virtual NXX" services. In that case the
12 Commission ruled that the determination of whether a call is subject to access
13 charges or reciprocal compensation depends on the calling zones of the carrier
14 originating the call.⁷ That specific decision was later vacated because the
15 Commission concluded that the decision should be made on a case-by-case basis in
16 individual arbitrations.⁸ That's fair enough, but on the merits, the Commission was
17 right before, and it should reach the same result here. Bright House should not have
18 to pay Verizon for the privilege of setting up a calling plan that is better for
19 consumers than the plans that Verizon is willing to offer.

⁷ See Investigation into appropriate methods to compensate carriers for exchange of
 traffic subject to Section 251 of the Telecommunications Act of 1996, Docket No.
 000075-TP, Order No. PSC-05-0092-FOF-TP Order Eliminating the Default Local
 Calling Area (January 24, 2005) (describing earlier ruling).

⁸ *Id.*

1 **Issue #43: Should the ICA require negotiation of procedures to remove**
2 **Presubscribed Interexchange Carrier freezes?**

3 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #43?**

4 **A.** Customers in Florida are allowed to place so-called “PIC Freezes” on their accounts.
5 The original idea of a PIC (or “Preferred Interexchange Carrier”) freeze was to
6 prevent a customer from being “slammed” by having their long distance carrier
7 changed without proper customer authorization. However, PIC freezes also apply to
8 a customer’s local service. So, when there is a PIC freeze on a customer’s account –
9 which the customer may have forgotten about, or which may have been placed in
10 error – an order submitted by Bright House to Verizon to transfer a customer, or vice
11 versa, will be rejected due to the PIC freeze. Under the current processes, customers
12 must often make multiple attempts to coordinate PIC freeze removals between the
13 carriers and results in unreasonable delays in transitioning customer’s services
14 between our networks.

15 Bright House proposed adding language to the Additional Services attachment,
16 section 12, as follows: “Notwithstanding the foregoing” – relating to unauthorized
17 carrier changes – “the Parties agree to negotiate in good faith to establish a
18 commercially reasonable means by which a Customer of one Party who has chosen
19 to obtain service from the other Party may promptly remove any ‘PIC Freeze’ or
20 similar arrangement such Customer may have established.”

21 Verizon has refused to accept that proposal.

22 **Q. WHY IS VERIZON OPPOSED TO BRIGHT HOUSE’S SUGGESTED**
23 **LANGUAGE ABOUT PIC FREEZES?**

1 **A.** The existence of PIC freezes creates an operational issue that the two carriers ought
2 to be able to talk about and work out. Again, we have not asked Verizon to agree to
3 anything specific; we just want Verizon to acknowledge that there is an issue here
4 that has to be addressed. That seems to me like it should be noncontroversial.

5 While I might not have thought so before Verizon refused to even talk about the
6 issue, now I am concerned that Verizon sees some competitive advantage in leaving
7 the issue open and unresolved. Such a competitive advantage would probably exist
8 if – as I am fairly sure is the case – Verizon has many more customer with PIC
9 freezes on their accounts than Bright House has. In that case, Verizon benefits by
10 making the process of dealing with PIC freezes cumbersome and inefficient – the
11 burdens of the inefficiency fall on Bright House, and those burdens slow down the
12 pace of customer losses as well.

13 In these circumstances, the Commission should adopt Bright House’s proposal.

14 **Issue #44: What terms should apply to locking and unlocking E911 records?**

15 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #44?**

16 **A.** In some cases Bright House has experienced delays by Verizon in “unlocking” a
17 customer’s E911 records when the customer transfers to Bright House from Verizon.
18 These delays may impair Bright House’s ability to timely activate E911 services
19 concurrent with the port. To deal with this Bright House has proposed adding
20 language to Section 2.3.5 of the E911 Attachment to state: “The Parties shall fully
21 comply with all industry guidelines regarding the processes for locking and

1 unlocking E-911 records and the intervals applicable to such processes.” Verizon
2 has not accepted this language.

3 In fairness to Verizon, I should note that this language is a slight variation from what
4 Bright House originally proposed. Bright House’s original proposal referred to “all
5 NANC guidelines” regarding the transfer process. Verizon did not believe that
6 NANC had any applicable guidelines. Rather than debate that issue in detail at this
7 time, Bright House very recently revised its proposal to refer generally to “industry
8 guidelines.” As of the date of this testimony Verizon has not responded to this
9 revised suggestion.

10 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE # 44?**

11 **A.** Assuming that Verizon does not accept Bright House’s proposal, the Commission
12 should adopt it. Verizon cannot have any sound objection to conforming its
13 practices regarding locking, unlocking, and transferring E911 records to industry
14 guidelines applicable to those practices.

15 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

16 **A.** Yes, it does.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Petition for arbitration of certain terms
And conditions for an interconnection agreement
With Verizon Florida, LLC by Bright House
Networks Information Services (Florida), LLC.**

DOCKET NO. 090501-TP

DIRECT TESTIMONY

OF

TIMOTHY J GATES

**ON BEHALF OF BRIGHT HOUSE NETWORKS INFORMATION SERVICES
(FLORIDA) LLC**

March 26, 2010

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TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	GENERAL ECONOMIC PRINCIPLES	3
III.	BACKGROUND ON THE DISPUTE	5
IV	ISSUES IN DISPUTE.....	19
	Issues 1 and 45	21
	Issues 2 and 11	24
	Issue 12	25
	Issue 7	26
	Issue 6	32
	Issue 5	35
	Issue 8	37
	Issue 16	41
	Issue 21	46
	Issue 13	48
	Issue 20	50
	Issue 22(a).....	54
	Issue 4	57
	Issue 22(b).....	59
	Issue 23	64
	Issue 24	67
	Issues 26, 27 and 28	82
	Issue 25	91
	Issue 37	91
	Issue 3	114
	Issue 29	117
	Issue 31	119
	Issue 34	121
	Issue 30	122
	Issue 32	126
	Issue 33	132
	Issue 36	134
	Issues 38 and 39	139
	Issue 40	141
	Issue 41	143
	Issue 42	146
	Issue 46	149
	Issue 49	150

Exhibits

Exhibit TJG-1: *Curriculum Vitae* of Timothy J Gates

Exhibit TJG-2: Issues List/Chart

Exhibit TJG-3: Draft ICA Showing Disputed Language

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Timothy J Gates. My business address is QSI Consulting, 10451
4 Gooseberry Court, Trinity, Florida 34655.

5 **Q. WHAT IS QSI CONSULTING, INC. AND WHAT IS YOUR POSITION**
6 **WITH THE FIRM?**

7 A. QSI Consulting, Inc. ("QSI") is a consulting firm specializing in traditional and
8 non-traditional utility industries, econometric analysis and computer-aided
9 modeling. QSI provides consulting services for regulated utilities, competitive
10 providers, government agencies (including public utility commissions, attorneys
11 general and consumer councils) and industry organizations. I currently serve as
12 Senior Vice President.

13 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
14 **WORK EXPERIENCE.**

15 A. I received a Bachelor of Science degree from Oregon State University and a
16 Master of Management degree, with an emphasis in Finance and Quantitative
17 Methods, from Willamette University's Atkinson Graduate School of
18 Management. Since I received my Masters, I have taken additional graduate-level
19 courses in statistics and econometrics. I have also attended numerous courses and
20 seminars specific to the telecommunications industry, including both the NARUC
21 Annual and NARUC Advanced Regulatory Studies Programs.

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1 Prior to joining QSI, I was a Senior Executive Staff Member at MCI WorldCom,
2 Inc. ("MWCOM"). I was employed by MCI and/or MWCOM for 15 years in
3 various public policy positions. While at MWCOM I managed various functions,
4 including tariffing, economic and financial analysis, competitive analysis, witness
5 training and MWCOM's use of external consultants. Prior to joining MWCOM, I
6 was employed as a Telephone Rate Analyst in the Engineering Division at the
7 Texas Public Utility Commission and earlier as an Economic Analyst at the
8 Oregon Public Utility Commission. Exhibit TJG-1 contains a complete summary
9 of my work experience and education.

10 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**
11 **PUBLIC SERVICE COMMISSION ("COMMISSION")?**

12 A. Yes. I testified in the following Commission Dockets: Case No. 000475-TP,
13 Docket Nos. 050119-TP/050125-TP, Docket No. 031047-TP, Docket No.
14 000084-TP, Docket No. 000907, and Docket No. 930330-TP. In addition, I have
15 testified more than 200 times in 45 states and Puerto Rico, and filed comments
16 with the Federal Communications Commission ("FCC") on various public policy
17 issues including costing, pricing, local entry, universal service, strategic planning,
18 mergers and network issues. .

19 **Q. DO YOU HAVE EXPERIENCE WITH THE ISSUES IN THIS**
20 **PROCEEDING?**

1 A. Yes. I have participated in dozens of arbitrations since the 1996 amendments to
2 the Communications Act of 1934 ("Act")¹ were enacted. I am knowledgeable
3 about the interconnection and business practice issues addressed in this testimony
4 arising from the obligations imposed by federal and state law.

5 **Q. ON WHOSE BEHALF ARE YOU FILING THIS DIRECT TESTIMONY?**

6 A. I am submitting this testimony on behalf of Bright House Networks Information
7 Services (Florida), LLC, which I will refer to here as "Bright House." At times I
8 will need to refer to Bright House's affiliated provider of cable television and
9 Voice-over-Internet-Protocol ("VoIP") services. That entity's formal name is
10 "Bright House Networks, LLC." I will refer to that entity as "BHN."

11 **II. GENERAL ECONOMIC PRINCIPLES**

12 **Q. WHAT KEY ECONOMIC PRINCIPLES APPLY TO THE ISSUES IN**
13 **THIS ARBITRATION?**

14 A. All of my recommendations in this matter are based on a few simple but
15 important economic principles:

- 16 • ***First***, neither party to an interconnection agreement should be able to impose
17 unnecessary costs on the other. Obviously the process of interconnection
18 itself entails certain costs, some of which fairly and properly fall on each
19 party. But neither party should be able to insist on interconnection
20 arrangements that are costly to the other party ***for no good reason***. As a

¹ Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996) ("Telecom Act" or "Act").

1 society, we want interconnection arrangements to be as efficient as possible;
2 requiring needless expense is inconsistent with that goal.

- 3 • **Second**, interconnection arrangements should reflect the most efficient
4 technical means for handling any particular situation, even if that that is not
5 the technical arrangement currently in place for one of the parties. If a party
6 can prevent an efficient arrangement simply because that party has not taken
7 the time or effort to become efficient itself, the interconnection agreement
8 will, in this respect, become a government-sanctioned transfer of wealth from
9 the more efficient party to the less efficient party. A similar transfer of wealth
10 will occur if the incumbent is allowed to force inefficiencies on the party with
11 which it interconnects. Such inefficiencies do not make any economic sense
12 and are not in the public interest.

- 13 • **Third**, it needs to be very clear that the incumbent's way of doing things is not
14 necessarily the most efficient way of doing things. From an economic
15 perspective the purpose of the Act is to enable and facilitate competition in
16 traditionally monopolized telecommunications markets by removing
17 economic and operational impediments.² Further, with the rapid pace of
18 technological advances in transport and switching technologies, no rational
19 provider would adopt the traditional technologies and methods of operation of
20 the incumbent. Facilitating and enabling competition, therefore, necessarily
21 requires analyzing interconnection and intercarrier compensation issues from

² In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; **FIRST REPORT AND ORDER**; CC Docket No. 96-98; Released August 8, 1996; at ¶3. Hereinafter referred to as the FCC's "*Local Competition Order*."

1 a forward-looking perspective in which the technology that is most efficient
2 from a long-run economic cost perspective may not include the technology
3 currently in use by the incumbent. It follows that “because the incumbent
4 does it that way” is not a good argument in favor of a particular resolution of
5 an issue; in many cases, in fact, it might be a good reason to reach the
6 opposite conclusion.

- 7 • **Fourth** and finally, a recognition of the critical role that technological
8 advance has played in contributing to economic welfare in the field of
9 telecommunications justifies a preference for the result that favors, and
10 enables, new technology that is readily available. There is no dispute that
11 communications technology is a decreasing cost industry.³ From an economic
12 perspective, anyone who has a large sunk investment in a particular technical
13 approach will rationally do whatever he can to prevent new technologies from
14 making his technology obsolete. But this private interest in protecting
15 existing investment from the forces of competition is directly contrary to the
16 public interest in innovation and the deployment of new, more efficient
17 technologies.

18 **III. BACKGROUND ON THE DISPUTE**

19

³ Historical data tracked by the FCC shows that the consumer price index for telephone service has had a very low annual rate of change (only .1%) from 1998 to 2008, while the annual rate of change for the consumer price index for all items over the same period was 2.5%. See FCC Universal Service Monitoring Report, CC Docket No. 98-202, 2009 at Table 7.1. The relatively flat CPI for telephone service reflects, among other things, the huge advances in efficiencies for switching and transport technologies.

1 **Q. BEFORE ADDRESSING THE SPECIFIC OPEN ISSUES IN THIS CASE,**
2 **PLEASE GIVE AN OVERVIEW OF THE CONTEXT OF THIS DISPUTE**
3 **BETWEEN BRIGHT HOUSE AND VERIZON.**

4 A. It has been well over a decade since public policy in this country decisively
5 shifted away from the idea of providing local telephone service by means of
6 regulated monopolies and in favor of the idea of promoting competition for local
7 service. The Act and the FCC recognized that competition was the best way to
8 ensure that consumers benefit from lower prices, improved quality, and service
9 innovation. The most dramatic embodiment of that shift was the Telecom Act, in
10 which Congress established a national policy mandating competition and
11 establishing the basic, minimum rules and procedures that would have to be
12 followed nationwide in order to make local competition a reality. In fact,
13 however, a number of states – including Florida – had already begun to modify
14 their own statutory regimes to promote and encourage competition.

15 **Q. DID THE ACT MANDATE A PARTICULAR ENTRY STRATEGY FOR**
16 **COMPETITION?**

17 A. No. Back in 1995, when the final terms of the new federal law were being
18 established (it was signed into law in early February 1996), nobody was really
19 sure how, exactly, competition would develop. In the FCC's *Local Competition*
20 *Order* the FCC discussed the Act's anticipated market entry methods.

21 The Act contemplates three paths of entry into the local market --
22 the construction of new networks, the use of unbundled elements
23 of the incumbent's network, and resale. The 1996 Act requires us

1 to implement rules that eliminate statutory and regulatory barriers
2 and remove economic impediments to each. We anticipate that
3 some new entrants will follow multiple paths of entry as market
4 conditions and access to capital permit. Some may enter by
5 relying at first entirely on resale of the incumbent's services and
6 then gradually deploying their own facilities.⁴

7 Ideally, in the long run, competition would come from independent, separate
8 networks that would serve their own customers using their own facilities, needing
9 only relatively little "support" from the ILEC in order to be successful in the
10 marketplace.

11 **Q. DID THE FCC RECOGNIZE THAT THE CABLE COMPANIES MIGHT**
12 **BUILD OUT TELECOMMUNICATIONS FACILITIES OVER TIME?**

13 A. Yes. The FCC specifically referred to cable companies with their own networks,
14 but still recognized the need for interconnection on "just, reasonable and
15 nondiscriminatory terms to transport and terminate traffic originating on another
16 carrier's network under reciprocal compensation arrangements."⁵ In the short run,
17 however, new entrants were expected to resell the ILEC services, to purchase
18 unbundled network elements ("UNEs") as needed, to build-out their own
19 networks, or some combination of all of these methods. Regardless of the method
20 chosen, the networks must be interconnected to exchange traffic.

21 **Q. PLEASE ADDRESS THE INTERCONNECTION REQUIREMENT.**

22 A. To support and encourage competition, the Act contains clear rules requiring
23 competing networks to interconnect and to support the exchange of traffic in

⁴ *Local Competition Order* at ¶ 12.

⁵ *Id.* at ¶ 13.

1 situations where customers of one network call customers of the other. Sections
2 251(b)(5) and (c)(2) require incumbents such as Verizon to enter into agreements
3 that contain terms and conditions that are just, reasonable and nondiscriminatory
4 to transport and terminate traffic to and from other providers such as Bright
5 House.

6 Although direct network-to-network competition was the long-term goal,
7 Congress recognized that in the short run competitors would almost certainly need
8 to enter the market more using less expensive, more gradual means. Federal law,
9 therefore, does not just mandate network interconnection as a means to enable
10 competition. It also requires that the ILEC offer its services to CLECs at
11 wholesale prices so that the CLEC can resell those services at retail, and requires
12 the ILEC to “unbundle” its network when requested, *i.e.*, to offer piece-parts of its
13 network separately so that CLECs can buy only the network elements they need
14 to, in effect, fill in the gaps in the CLECs’ own networks and be able to compete.

15 **Q. IS IT POSSIBLE FOR THE STATES TO IMPOSE TERMS AND**
16 **CONDITIONS THAT MIGHT GO BEYOND THOSE PRESCRIBED BY**
17 **THE FCC?**

18 A. Yes. The states may impose different or additional interconnection requirements
19 as long as they are consistent with the Act and the FCC’s rules. This makes sense
20 because situations in individual states may vary, and because state regulators such
21 as this Commission will know much more about conditions in their own states
22 than the federal government would ever know. For these reasons, the Act

1 expressly permits states to impose obligations regarding interconnection in
2 support of local competition that are consistent with, but may go beyond, the
3 minimum obligations contained in federal law.⁶

4 **Q. HOW DID THINGS ACTUALLY WORK OUT UNDER THIS THREE-**
5 **PART PLAN TO OPEN NETWORKS TO COMPETITION?**

6 A. I won't burden the record here with a detailed review of the ups and downs of
7 competition since the passage of the Act. But at a high level, competition
8 unfolded, broadly speaking, along the following lines:

9 **Resale:** Resale is the quickest and cheapest way to enter the market, but it
10 provides very limited opportunities for the provider and for the consumer. The
11 basic idea is that the ILEC will sell its services at a reduced, "wholesale" rate, to
12 the reseller. The reseller then takes on the job of marketing the service, rendering
13 individual retail customer bills, and collecting the money.⁷ The advantage of this
14 approach is that it doesn't require huge amounts of capital to get started and the
15 reseller can get into the market quickly. But the disadvantages are formidable:
16 sales and marketing costs can easily eat up relatively thin profit margins;⁸
17 deciphering ILEC wholesale bills and rendering retail bills turned out to be more
18 complicated and expensive than some may have thought; and, with thin profit
19 margins, it only takes a small number of non-paying customers to result in losses

⁶ See, for instance, *Local Competition Order* at ¶¶ 133- 137.

⁷ I consider UNE Platform to be a form of resale. A UNE-P provider is simply reselling the complete service of the ILEC.

⁸ Unless the rate has been changed in the last few years, Verizon's "avoided cost" wholesale discount in Florida is 13.04 percent.

1 for the reseller. But even if all of those challenges can be overcome, ultimately a
2 reseller can never fundamentally challenge an ILEC because the only services the
3 reseller can offer are the ILEC's own services under a different brand. It is not
4 surprising that now, about a decade and a half into the competitive era, while any
5 number of resellers continue to operate, and while the ILECs' resale obligation is
6 important in the abstract, resellers are not, in fact, significant players in the local
7 telephone marketplace.

8 **Q. ARE YOU SUGGESTING THAT RESALE IS A SHORT-TERM ENTRY**
9 **STRATEGY?**

10 A. Yes. Resale is generally not thought of as a long-term solution because of the
11 reliance upon the incumbent provider and the inability to distinguish the resold
12 service from that of the underlying carrier. In addition, the reseller has no ability
13 to cut its cost of telecommunications services relative to the retail rates of the
14 incumbent from which it purchases services. No matter how well the CLEC
15 manages its own business, and how efficient it becomes, it will still have the same
16 narrow margin (e.g., 13.04%) upon which to meet its own costs and earn a profit.
17 Clearly the reseller has no ability to impose any competitive threat or pressure on
18 the underlying provider and, as such, cannot be considered effective competition.

19 **Q. DOES THE WHOLESALE DISCOUNT IMPACT THE ABILITY OF THE**
20 **RESELLER TO SUCCEED?**

21 A. The amount of the wholesale discount can have a significant impact on the ability
22 of resellers to succeed. If the discount is too small, then the reseller may not be

1 able to recover its marketing costs. I am not taking a position on the level of the
2 Verizon wholesale discount in this proceeding.

3 **Q. PLEASE DISCUSS THE USE OF UNBUNDLED NETWORK ELEMENTS**
4 **OR “UNES” BY CLECS IN THE PROVISIONING OF SERVICE.**

5 A. At the time the Act passed, there were already specialized competitors in some
6 large markets that owned their own telephone switches (used to route traffic
7 among other switches, and to and from individual customers) and sometimes
8 extensive networks of optical fiber connected to large carrier and business
9 customers. These carriers were referred to as competitive access providers, or
10 CAPs. Generally speaking, the business focus of these entities was to provide
11 connections between large business customers and independent long distance
12 carriers (such as, at the time, AT&T and MCI) that were cheaper and more
13 efficient than the connections available from ILECs. Since these entities already
14 had some local facilities in place, they were viewed as strong potential
15 competitors of the ILECs – if only they could obtain the missing network pieces
16 needed to provide a complete end to end service. Given that these types of
17 entities often had switches and some intermachine facilities in place, the most
18 common missing piece was the “loop” – the industry’s term for the connection
19 from the “Class 5” switch out to an individual customer.

20 To facilitate competition from entities of this sort, the Act requires ILECs to
21 provide access to “elements” of their networks on an “unbundled” basis – that is,
22 CLECs are entitled to buy only the parts of the ILEC networks they need, without
23 having to pay for the parts they don’t. The FCC, following the rules set by

1 Congress, identified a number of different UNEs, such as loops, transport,
2 switching, etc. that ILECs had to provide, and established a methodology for
3 establishing the price of such elements.⁹

4 As noted, a common need for most CLECs was the local loop or “last mile”, and a
5 number of CLECs established themselves in the market by using their own
6 switches to serve individual residence and business customers, with the links
7 (UNE loops) to the customers provided by the ILEC.

8 **Q. DO COMPETITORS USING UNE LOOPS (UNE-L CLECs) DO BETTER**
9 **IN THE MARKET THAN RESELLERS?**

10 A. A business model based on obtaining UNE loops from an ILEC provides more
11 opportunities for the CLEC to differentiate its services, but this strategy comes
12 with a significant cost. By virtue of the investment in switching facilities, the
13 competitors can differentiate their services by offering new and different features
14 and develop their own efficiencies in the provision of service. While the CLEC is
15 still dependent upon the ILEC for the loop, at least part of the service is being
16 provided directly through the CLEC’s own investment. Over time, such
17 competitive providers may deploy their own loops where economics support such
18 a decision.

19 **Q. CAN RELYING ON THE ILEC FOR THE LOOP RESULT IN**
20 **DIFFICULTIES FOR THE CLEC?**

⁹ The list of available UNEs has changed over time based on FCC decisions, but the identification of the historical and currently available UNEs is not critical to the disputes in this proceeding.

1 A. Yes. Putting aside the normal competitive risks of any business, a UNE-L CLEC
2 faces the critical problem of obtaining an essential element of its productive
3 resource – its network – from its principal competitor. As the FCC correctly
4 noted in the *Local Competition Order*, “An incumbent LEC also has the ability to
5 act on its incentive to discourage entry and robust competition by not
6 interconnecting its network with the new entrant’s network or by insisting on
7 supracompetitive prices or other unreasonable conditions for terminating calls
8 from the entrant’s customers to the incumbent LEC’s subscribers.”¹⁰ Despite
9 these difficulties, UNE-L CLECs have provided, and continue to provide, a
10 modicum of competition to the established ILECs in a number of markets.

11 **Q. PLEASE DISCUSS THE IMPORTANCE OF CLEC OWNED**
12 **NETWORKS.**

13 A. Competition between interconnected, but stand-alone, networks is in many ways
14 the competitive ideal. Separate, competing networks will be highly motivated to
15 attract customers by offering better services at lower prices. In addition, because
16 separate, stand-alone networks will almost certainly use somewhat different
17 technologies to offer their services, there will be many more opportunities for
18 innovative approaches to meeting consumer needs. This type of head-to-head
19 competition between stand-alone networks is typically called “facilities-based

¹⁰ *Id.* at ¶ 10.

1 competition,” and encouraging this type of robust network-to-network rivalry is
2 the ultimate objective of the Act.¹¹

3 **Q. DO FACILITIES-BASED COMPETITORS STILL NEED TO**
4 **INTERCONNECT WITH THE INCUMBENT?**

5 A. Yes. In this competitive model, the CLEC does not merely resell the ILEC’s
6 service, and is not dependent on the ILEC for network elements to offer its own
7 services. Nevertheless, for this competitive model to work, the business,
8 technical and operational terms on which the networks interconnect must be
9 efficient, flexible, and consistent with modern technical advances, so that
10 consumers can receive the full benefits of both parties’ competitive efforts and
11 investments. In this regard, while the established carriers like Verizon do have
12 certain obligations regarding network interconnection that competitors like Bright
13 House do not, a wide variety of network interconnection obligations are, in fact,
14 mutual – that is, Bright House owes Verizon, in many respects, exactly the same
15 duties that Verizon owes Bright House.

16 **Q. IF BOTH CARRIERS BENEFIT FROM NETWORK**
17 **INTERCONNECTION, WHY IS IT NECESSARY TO REGULATE**
18 **INTERCONNECTION AT ALL?**

19 A. There are several reasons. First, as noted above, the incumbent has no incentive
20 to help its competitors take away customers. In fact, Verizon’s incentives are just

¹¹ As the D.C. Circuit observed, one of the of the statute's principal purposes "is to stimulate competition" in local telephone markets – "preferably genuine, facilities-based competition." United States Telecom Association v. FCC, 359 F.3d 554,576 (D.C. Cir. 2004).

1 the opposite. The ILECs still have no incentive to work with the CLECs to
2 exchange traffic on just, reasonable and nondiscriminatory terms. The Act and
3 the FCC recognize this fact. As a result, regulation of interconnection is still
4 required after all these years, and is probably a permanent feature of the
5 telecommunications landscape.

6 **Q. TELECOMMUNICATIONS SEEMS TO BE UNIQUE FROM THE**
7 **STANDARD BUSINESS MODEL. WOULD YOU AGREE?**

8 A. Yes. As Bright House noted in its arbitration petition, with most retail products or
9 services, if a customer wants to switch suppliers, they just switch. Changing
10 one's lawn service provider might be a good example. But in the phone business,
11 the old provider has to help move the customer to the new one. Moreover, with
12 most retail products or services, if a customer switches, the old supplier is simply
13 out of the picture. But in the phone business, the old provider remains constantly
14 involved, sending calls to, and receiving calls from, its own former customers.
15 Because of this unusual but unavoidable continuing interaction among providers,
16 for phone competition to work, competing providers have to cooperate behind the
17 scenes, even though they are rivals and even though their economic incentive is to
18 hinder, not help, each other. As a result, no matter how much retail competition
19 there might be, regulation is needed to make sure that the critical behind-the-
20 scenes cooperation actually occurs.

21 Second, there is a phenomenon referred to in the industry as "network effects," or,
22 sometimes, as "Metcalfe's Law." The basic idea is that a network is gets more

1 and more valuable as more and more people are connected to it. A telephone
2 “network” with only one phone attached is useless. Two phones is better, a
3 thousand phones is a lot better, and a million is even better. To state the obvious,
4 the value of a service is maximized if the customer can contact any other person
5 on the PSTN or private networks. In competitive terms, though, this means that,
6 other things being equal, whichever network is the biggest will be the most
7 valuable, and the one to which consumers will want to be connected.

8 **Q. DOES METCALFE’S LAW MEAN THAT THE INCUMBENT’S**
9 **NETWORK WILL ALWAYS BE MORE VALUABLE AND PREFERRED**
10 **OVER SMALLER NETWORKS?**

11 A. Absent regulation that would undoubtedly be the case. Except in extremely
12 unusual circumstances, as long as the existing, incumbent network is bigger than a
13 competing network, the competing network won’t be able to attract any customers
14 – unless those customers can call, and be called by, the people connected to the
15 existing network. Competition simply cannot develop if competing networks do
16 not have a clear and unambiguous right to connect to, and exchange traffic with,
17 the existing, incumbent network on terms that are fair and reasonable as an
18 operational, technical, and financial matter. This is precisely why the Telecom
19 Act of 1996 was required. Absent regulation, there would be no competition
20 because the incumbents would exercise their market power and prevent entry.

21 **Q. HOW HAS FACILITIES-BASED COMPETITION WORKED OUT IN**
22 **PRACTICE SINCE THE PASSAGE OF THE ACT?**

1 A. It has taken quite some time for real facilities-based competition to develop.
2 After the passage of the Act, CLECs were numerous and investors were
3 anticipating competition. During the early 2000s, however, the glow on the
4 CLEC industry was tarnished by poor earnings, scores of bankruptcies, and FCC
5 decisions that reduced the availability of UNEs. But now, about a decade-and-a-
6 half after the passage of the Act, it appears that competing telephone companies
7 affiliated with, or working with, cable operators have been able to use Internet
8 technology (packet switching with Internet protocol) to provide meaningful
9 competition to the traditional phone companies like Verizon – at least in the
10 residential segment of the market where cable networks already naturally exist in
11 order to provide video and other services. Although the precise figures are
12 proprietary, discovery in this case shows that in the Tampa-St. Petersburg area in
13 particular, where Bright House competes with Verizon, Bright House-supported
14 VoIP service has captured a substantial share of the market.¹²

15 **Q. HOW DOES THE INDUSTRY CONTEXT YOU HAVE JUST DESCRIBED**
16 **RELATE TO THE ISSUES IN DISPUTE BETWEEN BRIGHT HOUSE**
17 **AND VERIZON?**

18 A. Several years ago, when Bright House entered the market in earnest, Bright House
19 chose not to negotiate an entirely new interconnection agreement between itself

¹² I should also note that wireless service has also become increasingly viewed as a compliment to traditional ILEC landline service. Wireless networks were granted the same interconnection rights as landline CLECs under the 1996 Act, and as wireless providers have improved their coverage, and wireless phones have become increasingly appealing and sophisticated, wireless service has indeed begun to challenge traditional ILEC phone service for some customers. Basic service quality is not as good as landline (dead zones, dropped calls, etc.), but the benefits of mobility and handset features appear, for some customers at least, to be an adequate trade-off.

1 and Verizon. Instead, it used a statutory procedure typical for new entrants,
2 which was to "adopt," or "opt into" an existing agreement that Verizon already
3 had in place with another carrier¹³ – in this case, the agreement that Verizon had
4 used to interconnect with MCI, established before MCI was actually purchased by
5 Verizon itself. That agreement had originally been partly negotiated and partly
6 arbitrated as between GTE (Verizon's predecessor here in Florida) and AT&T,
7 back when AT&T was an independent competitor; it was amended in various
8 ways over time. This was fine as a way to get started, but many of the key terms
9 of the agreement that Bright House adopted actually dated back to 1997. It was
10 perfectly sensible for Bright House to choose to negotiate a new agreement, with
11 terms that focused on its own business situation, and on the way that the market
12 for local telephone service has actually evolved in the 21st Century.

13 **Q. ARE YOU SUGGESTING THAT AT LEAST IN PART, THIS**
14 **PROCEEDING IS FOCUSED ON CREATING AN ICA THAT MEETS**
15 **THE BUSINESS NEEDS OF BRIGHT HOUSE AS OPPOSED TO THE**
16 **PREVIOUS AGREEMENT WHICH WAS NEGOTIATED BY OTHER**
17 **PARTIES?**

18 **A.** Yes. Unlike most CLECs Bright House generally does not resell Verizon
19 services or purchase UNEs. The issues in dispute reflect that new competitive

¹³ See, Section 252(i). In 2004, the FCC replaced the "pick-and-choose" rule with an "all-or-nothing" rule. This meant that when a CLEC opted into an ICA that it had to opt into the entire agreement and not just certain terms and conditions. See, FCC 04-164, SECOND REPORT AND ORDER, Released: July 13, 2004.

1 reality. Whereas in 1997 or even 2000, an arbitration would often involve dozens
2 of issues and sub-issues about the prices for UNEs, the appropriate discount to
3 apply to different wholesale services, etc., Bright House's dispute with Verizon
4 involves one discrete issue of resale policy and a few isolated issues relating to
5 UNEs; the other issues all deal with the business or technical terms of
6 interconnection and traffic exchange, with matters bearing on how to handle the
7 transfer of customers from one carrier to the other, or business issues that relate to
8 the nature of the parties' contractual relationship.

9 In other words, Bright House's disputes with Verizon are focused on what is
10 needed to promote and enable full facilities-based competition for voice telephone
11 service in Florida. The Commission should consider its decisions regarding the
12 open issues from the perspective of permitting that type of competition to
13 flourish.

14 **IV ISSUES IN DISPUTE**

15 **Q. HOW MANY ISSUES ARE IN DISPUTE AT THIS TIME?**

16
17 **A.** As of the date this testimony is being prepared, there are approximately forty-five
18 (45) unresolved issues in this arbitration. I have addressed all but two of those
19 issues in this testimony. The two issues I am not addressing are Issue 43 and
20 Issue 44. Ms. Marva Johnson will address those issues specifically, and other
21 issues as well. My understanding, however, is that the parties are engaged in
22 ongoing negotiations so that issues that are now open may well be resolved as

1 time goes on. I will attempt to note any newly resolved issues in my rebuttal
2 testimony.

3 **Q. IS FORTY-FIVE A LARGE NUMBER OF OPEN ISSUES IN AN**
4 **ARBITRATION PROCEEDING UNDER THE ACT?**

5 A. No, not at all. Over the years since the statutory arbitration process has been
6 established, it has not been uncommon for an arbitration between an ILEC such as
7 Verizon Florida LLC (“Verizon”) and a CLEC such as Bright House to involve
8 well over a hundred separate open issues – sometimes more. Also, some issues
9 which are separately identified are closely related and will be discussed together.

10 So, while it appears a bit laborious to address almost fifty issues, in fact
11 the parties’ disagreements in this proceeding are relatively limited and focused.

12 **Q. HOW WILL YOU ADDRESS ISSUES YOUR TESTIMONY?**

13 A. As noted above, I will at least touch on every open issue except for Issue 43 and
14 Issue 44. In some cases I may note that an issue will also be addressed by another
15 witness, or that it is primarily a matter for discussion in the company’s briefs by
16 its attorneys.

17 In an attempt to efficiently address the disputes, I will take certain issues “out of
18 order” as compared to how they are presented in the issues list. The reason is that
19 certain issues raise the same or very similar policy or practical concerns, and are

1 therefore logically grouped together, even though they do not always appear next
2 to each other in the issues list.¹⁴

3 ***Issue 1***
4

5 **Issue #1: Should tariffed rates and associated terms apply to services**
6 **ordered under or provided in accordance with the ICA?**

7 **Q. PLEASE DESCRIBE THE DISPUTE UNDERLYING ISSUE #1.**

8 A. In raising these issues, Bright House was concerned that Verizon's draft language
9 in the interconnection agreement ("ICA") was not sufficiently clear regarding
10 when prices for functions under the agreement would be clear on the face of the
11 ICA itself, as opposed to arising from Verizon's tariffs. As of the date of this
12 direct testimony, however, I am told that the parties have reached agreement on a
13 procedure by which they will identify essentially all the functions under the ICA
14 that are of significance to Bright House and clarify the pricing of each such

¹⁴ Exhibit TJG-2 is a chart indicating Bright House's current understanding of the particular contract sections that are implicated by each of the enumerated issues in dispute. Exhibit TJG-3 is a marked-up copy of the agreement, prepared by Bright House, showing what the parties have been negotiating. In that document, language that Bright House currently believes not to be in dispute appears in normal type, while Bright House's proposed changes, to which Verizon has not agreed, are indicated in the standard format for Microsoft Word's "Track Changes" feature. Please note that while Bright House has worked in good faith to accurately reflect the matters on which it has reached agreement with Verizon, and those where it has not, Verizon has not seen or approved this document, and in any event it does not fully reflect the results of various settlement discussions may not have been reflected with complete accuracy in the attached. I can state for certain that the parties' very recent settlements affecting Issue #1 and Issue #2 (definitive pricing), Issue #23 (directory listings) and Issue #25 (IP-based interconnection) have not been reflected in Exhibit TJG-3, although I do note those settlements in this testimony. I am attaching it as a convenient reference for most issues, not as an "authoritative" document. Bright House has assured me that they will work cooperatively with Verizon to ensure that, well in advance of the hearing in this matter, a "conformed" version of the draft ICA will be developed that accurately reflects, for the Commission and the Staff, the actual contractual language that is in dispute as the case moves forward.

1 function. The parties still disagree about the underlying principles to be applied
2 in setting some rates – and I discuss that disagreement below – but the question of
3 whether prices should be clearly specified in the ICA appears to have been
4 resolved.

5 **Q. DO YOU HAVE ANY FURTHER COMMENT ON THESE ISSUES?**

6 A. Not at this time. The parties finalized their agreement only a few days prior to the
7 filing of this testimony, so it is possible that some minor matters regarding this
8 issue (e.g., specific contract language to reflect their agreement) may arise. If that
9 occurs, I will address those issues in my rebuttal testimony.

10 ***Issue 45***

11 **Issue #45: Should Verizon's collocation terms be included in the ICA or**
12 **should the ICA refer to Verizon's collocation tariffs?**

13 **Q. PLEASE DESCRIBE THE DISPUTE UNDERLYING ISSUE #45.**

14 A. Verizon's draft ICA does not contain any specific terms, conditions, or prices
15 relating to collocation. Instead, it simply refers to Verizon's interstate and
16 intrastate tariffs. Bright House believes that the terms and conditions, including
17 rates, of an important function such as collocation should be included in the ICA
18 itself.

19 **Q. WHAT PROBLEMS DO YOU SEE WITH VERIZON'S APPROACH?**

20 A. Verizon's proposed language refers simultaneously to its interstate and intrastate
21 collocation tariffs. Bright House has no idea whether those tariffs are the same as,

1 or materially different from, either the terms on which Bright House is obtaining
2 collocation today, or even from each other. Moreover, the FCC, in discussing
3 collocation provided to interconnecting carriers under the Act, expressly
4 distinguished the type of collocation that was available under tariff from the type
5 of collocation that is to be provided in accordance with the Act.¹⁵ Bright House
6 needs the opportunity to actually see what collocation terms and conditions
7 Verizon is seeking to impose. Only then can the parties address and iron out any
8 differences they may have.

9 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
10 **#45?**

11 A. The Commission should accept Bright House's position and require the parties to
12 include specific language regarding collocation terms and conditions in the ICA
13 itself. If the parties cannot resolve this issue before the Commission's ruling in
14 this case, then that ruling should direct the parties to treat the collocation language
15 as a dispute under the "Dispute Resolution" provisions in the General Terms and
16 Conditions. Under those provisions, after a reasonable period of negotiations,
17 either party may bring the dispute to the Commission for resolution. In the
18 meantime, the Commission should rule that the terms and conditions applicable to
19 Bright House's collocation arrangements today, under the parties' existing ICA,
20 remain in force until new terms are established.

¹⁵ *Local Competition Order at ¶¶ 565-569.*

Issues 2 and 11

Issue #2: Should all charges under the ICA be expressly stated? If not, what payment obligations arise when a party renders a service to the other party for which the ICA does not specify a particular rate?

Issue #11: Should the ICA state that “ordering” a service does not mean a charge will apply?

Q. PLEASE DESCRIBE THE DISPUTE UNDERLYING ISSUE #2.

A. Issue #2 is closely related to Issue #1, and the parties’ agreement to identify the prices of all significant items in the ICA, in the main, settles Issue #2 as well. It is conceivable that the parties will encounter difficulties in agreeing on the specific contract language regarding the implementation of that settlement. If that occurs, I will address the issue in my rebuttal testimony.

A.

Q. IN ISSUE #11, AND IN PART IN ISSUE #2, BRIGHT HOUSE SEEMS CONCERNED WITH THE TERM “ORDER.” PLEASE EXPLAIN.

A. It is common practice in the industry, and in the contract, to refer to one party “ordering” something from the other party. That language could be read to imply that the party placing the “order” understands or agrees that there is or should be a monetary charge for the function “ordered.” Bright House wants it to be clear that no such implication or understanding is correct. This is addressed in its proposed Section 51.3 of the General Terms and Conditions. That said, assuming the parties are successful in specifying the prices applicable to particular functions, this issue will greatly diminish in importance

1 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUES**
2 **#2 AND #11?**

3 A. As noted, it appears that Issue #2 is settled, as it relates to the specific statement
4 of prices. However, the Commission should include Bright House's proposed
5 language for Section 51.3 of the General Terms and Conditions in the contract. It
6 should also include the related language in certain other sections of the
7 agreement.¹⁶

8 ***Issue 12***

9
10 **Issue #12: When the rate for a service is modified by the Florida Public**
11 **Service Commission or the FCC, should the new rate be**
12 **implemented and if so, how?**

13 **Q. WHAT IS THE UNDERLYING DISPUTE REGARDING ISSUE #12?**

14 A. As discussed above, Bright House requires certainty as to terms and conditions
15 without reference to tariffs. Consistent with that need, Bright House proposed to
16 delete a Verizon provision that had the effect of suggesting that rates could be
17 changed simply by Verizon filing a tariff governing them, without any negotiation
18 with or input from Bright House.

19 **Q. ARE YOU SUGGESTING THAT THE COMMISSION CANNOT**
20 **CHANGE TARIFFED RATES?**

21 A. No. Bright House accepts that the Commission has jurisdiction over Verizon's
22 tariffs and over the terms and conditions of the new ICA. Bright House has

¹⁶ See Exhibits TJG-2 and TJG-3.

modified its initial proposal to include the following language in the Pricing Attachment:

1.5 Except to the extent that Appendix A of this Pricing Attachment expressly and specifically states that a particular charge shall be as specified in a Party's tariff, no charge in Appendix A of this Pricing Attachment or any other provision of this Agreement shall be affected by any Tariff.

1.6 (a) Subject to sections 1.5 and 1.6(b) hereof, if, during the time that this Agreement is in effect, the Commission or the FCC establishes a rate for a function which is chargeable under this Agreement, then the newly established rate shall supersede the rate established in this Agreement.

(b) The approval or establishment by the FCC or the Commission of a rate in a Party's tariff, or the allowing of such a rate to take effect without express approval or establishment by the FCC or the Commission, shall have no effect on any rate to be charged under this Agreement, except where this Agreement expressly states that the rate for a particular function or Service shall be as stated in a Party's tariff.

Verizon has not accepted this language – largely, I suspect, due to the parties' disagreement about the role of tariffs under the agreement. Nevertheless, this language recognizes the Commission's and the FCC's authority to set rates and allows for changes under the ICA. I recommend that the Commission adopt this language as a reasonable compromise.

Issue 7

Issue #7: Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Q. PLEASE DESCRIBE THE DISPUTE UNDERLYING ISSUE #7.

1 A. One of Bright House's concerns with Verizon's draft ICA is that in various
2 respects that draft fails to specifically set out all the key terms and conditions
3 under which Bright House will obtain the services and functions that the contract
4 addresses. As noted above, the parties have resolved that problem as it relates to
5 the pricing of functions to be provided under the ICA. However, Verizon's draft
6 language is still deeply flawed as it relates to Verizon's basic obligation to
7 perform its contractual obligations in the first place. This problem with Verizon's
8 draft ICA language arises under this issue (Issue #7) and Issue #6. Verizon's
9 approach eliminates the certainty required to run a business and will also result in
10 disputes that could be avoided.

11 **Q. WHERE IS THIS PROBLEM REFLECTED IN VERIZON'S DRAFT**
12 **CONTRACT LANGUAGE?**

13 A. This problem is reflected in Verizon's proposed Section 50 of the General Terms
14 and Conditions, which is addressed here, under Issue #7. In Section 50, Verizon
15 has proposed vague language relating to its obligation to continue to perform its
16 contractual duties during the term of the contract. Verizon's proposed Section
17 50.1 establishes a general rule that Verizon may simply stop performing its
18 obligations under the contract, any time that Verizon unilaterally decides that the
19 particular obligation is not "required by Applicable Law."

20 Verizon's proposed language for Section 50.1 is as follows:

21 50.1 Notwithstanding anything contained in this Agreement,
22 except as otherwise required by Applicable Law, Verizon may
23 terminate its offering and/or provision of any Service under this

1 Agreement upon thirty (30) days prior written notice to ***CLEC
2 Acronym TE***.

3 Proposed Section 50.2 applies that general rule to a specific type of situation –
4 compensation related to traffic.

5 **Q. WHY IS VERIZON'S PROPOSAL NOT ACCEPTABLE?**

6 A. "Applicable Law" refers to state and federal laws and regulations relating to the
7 performance of the contract, and Verizon has to follow "Applicable Law." But
8 "Applicable Law" does not deal with every detail of the actual implementation of
9 interconnection. Indeed, part of the point of the contract negotiation/arbitration
10 process is to flesh out particular details that are not, in fact, addressed by existing
11 law or rules. As a result, many of the specific contractual obligations that matter
12 to the actual implementation of the parties' interconnection relationship are not
13 "required by Applicable Law."

14 **Q. CAN YOU PROVIDE SOME EXAMPLES TO ILLUSTRATE THE**
15 **PROBLEM YOU SUGGEST?**

16 A. Yes. To give one example, the contract has a specific provision governing how
17 Verizon will give formal "notice" to Bright House of actions relevant to the
18 contract. But nothing in "Applicable Law" says anything about the details of that
19 type of notice. Under Verizon's language in Section 50.1, however, Verizon
20 could simply declare that in 30 days' time it would no longer follow those rules
21 on notice. As another example, after some negotiation the parties' agreed on how
22 to handle situations in which Bright House might want to assign the contract to

1 another entity in connection with a corporate reorganization or refinancing of its
2 operations. "Applicable Law" says nothing about that issue, and under Verizon's
3 proposed Section 50.1, again, Verizon could simply walk away from the
4 obligations that the parties have negotiated.

5 But the problem with Verizon's language is actually even worse than that. As I
6 noted above, probably the single most important function that Bright House and
7 Verizon perform for each other under the contract is the termination of traffic
8 coming from the other party. FCC rules indicate that Verizon must offer two
9 different options to govern compensation for such traffic, and the parties have
10 agreed which one they will use. But – precisely because there are different
11 permissible options – neither of them can be said to be literally "required" by
12 Applicable Law. Verizon's proposed Sections 50.1 and 50.2 would, apparently,
13 give Verizon the right to renege on the traffic compensation deal the parties have
14 already agreed to.

15 **Q. ARE THERE ANY OTHER PROBLEMS WITH VERIZON'S**
16 **PROPOSAL?**

17 **A.** Yes. The parties recognize that the legal and regulatory context in which they are
18 operating may change in important ways during the time that the contract is in
19 effect. For this reason, they have included a "change in law" provision – which is
20 completely standard in this type of contract. The actual provision is more
21 detailed, but the crucial language is the first sentence of Section 4.6 of the General
22 Terms and Conditions: "In the event of any Change in Applicable Law, the

1 Parties shall promptly renegotiate in good faith and amend in writing this
2 Agreement in order to make such mutually acceptable revisions to this Agreement
3 as may be required in order to conform the Agreement to Applicable Law.” (If
4 the parties can’t agree on how to modify the contract in light of a change in law,
5 they agree to bring the matter to the Commission for resolution.)

6 In other words, if Applicable Law – the legal environment the parties assumed to
7 exist when they negotiated the contract – actually **changes**, then the parties
8 already agree that they will get together to sort out what the change in law means
9 for their contractual relationship. Since the situation of **changes** in applicable law
10 is already covered by Section 4.6 of the General Terms, it is disconcerting that
11 Verizon feels there is a need for its proposed Section 50.1. Verizon’s proposal
12 would allow it to either (a) **unilaterally** stop performing its contractual duties
13 when applicable law changes – thereby evading the negotiation requirement in
14 Section 4.6; or (b) **unilaterally** stop performing any of its contractual duties at all
15 – even if the law has not changed – any time Verizon decides that something it
16 agreed to in the contract is not specifically required of it by applicable law.

17 Verizon’s proposed language is one-sided and unfair. It undermines the entire
18 idea of a binding ICA. Basically, Verizon is saying that it gets to be the judge of
19 what Applicable Law supposedly does or does not require and – notwithstanding
20 its supposed contractual commitments – that it gets to simply walk away from any
21 obligation it has agreed to unless, in Verizon’s view, Applicable Law directly
22 requires that obligation to be performed. This is inappropriate and should be
23 rejected by the Commission.

1 **Q. WHAT ABOUT THE SPECIFIC SITUATION THAT VERIZON**
2 **ADDRESSES IN SECTION 50.2?**

3 A. Section 50.2 specifically says that if Verizon is not required by Applicable Law to
4 pay compensation to Bright House for the delivery of traffic to Bright House,
5 Verizon can stop paying.

6 **Q. IS IT REASONABLE FOR THE ICA TO ALLOW VERIZON TO STOP**
7 **PAYING INTERCARRIER COMPENSATION?**

8 A. No. First, as noted above, Verizon's asserted right to simply stop paying is not
9 limited to situations in which some identifiable FCC or Commission ruling
10 *changes* Verizon's current payment obligations. So Verizon could simply decide
11 one day that payment is not required, and stop. Second, even if some new ruling
12 is issued, the parties may not agree that the correct interpretation of the ruling is
13 that Verizon is not required to pay compensation. By circumventing the
14 requirement that the law *change* before Verizon can stop paying, and
15 circumventing Verizon's obligation to negotiate about what to do about changes
16 in law, Verizon would assume complete control over its obligation to pay for
17 services it receives under the contract. Again, this is simply one-sided and unfair.

18 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
19 **#7?**

20 A. The Commission should reject Verizon's proposed Section 50. Verizon is entitled
21 to renegotiate affected provisions in the contract if Applicable Law *changes*.

1 Verizon is not entitled to cease performing its obligations under the contract just
2 because Verizon's *opinion* about Applicable Law changeS, or just because it
3 agreed to something that Applicable Law does not specifically address.

4 ***Issue 6***

5
6 **Issue #6: If during the term of this agreement Verizon becomes required**
7 **to offer a service under the ICA, may the parties be required to**
8 **enter into good faith negotiations concerning the**
9 **implementation of that service?**

10 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #6?**

11 A. Issue #6 relates to a provision that Verizon proposes to include in the General
12 Terms and Conditions, and, in addition, in each substantive "Attachment" to the
13 contract addressing a particular specific subject area. Verizon entitles this
14 provision, in each case, "Good Faith Performance." What it says is this:

15 If and, to the extent that, Verizon, prior to the Effective Date of
16 this Agreement, has not provided in the State of [Florida] a Service
17 offered under this Agreement, Verizon reserves the right to
18 negotiate in good faith with [Bright House] reasonable terms and
19 conditions (including, without limitation, rates and implementation
20 timeframes) for such Service; and, if the Parties cannot agree to
21 such terms and conditions (including, without limitation, rates and
22 implementation timeframes), either Party may utilize the
23 Agreement's dispute resolution procedures.

24 Depending on what Verizon means by this, it could be a serious problem for
25 Bright House and its operations. As written, this language seems to qualify each
26 and every one of Verizon's obligations under the contract. That is, even though
27 the contract clearly says that Verizon has to do something, this language gives
28 Verizon an "out" – if it has not previously performed that task in Florida, then –

1 its obligations elsewhere in the contract notwithstanding -- Verizon doesn't really
2 have to do it. Instead, Verizon gets to start the negotiation process all over again,
3 to establish "reasonable terms and conditions (including, without limitation, rates
4 and implementation timeframes)" for the function.

5 **Q. IT SEEMS THAT THIS LANGUAGE WOULD RESULT IN MINI-**
6 **ARBITRATIONS FOR ANY AND ALL SERVICES THAT VERIZON**
7 **MAY NOT HAVE PROVIDED IN FLORIDA. IS THAT CORRECT?**

8 A. I think that is a fair reading of the language. Bright House proposed to delete this
9 language in the half-dozen places in which it appears in the contract. Bright
10 House said that if there is anything in the proposed contract -- a contract that
11 Verizon itself drafted -- that Verizon was not immediately prepared to provide in
12 Florida, Verizon should identify those things *now*, so that actual "reasonable
13 terms and conditions" could be worked out *before the contract was signed*.
14 Verizon has refused to do so.

15 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

16 A. As I understand it, Verizon is concerned that if (for example) it is required by
17 governing law to offer some particular network element, and agrees to do so in
18 the contract, but has never actually provided that element in Florida, it should be
19 permitted to negotiate the details of how that network element will be provided
20 once a request for it is actually made.

21 **Q. IS VERIZON'S POSITION REASONABLE?**

1 A. No. While it is certainly reasonable to want to negotiate the details of how it will
2 provide some service that it has never before provided, it is not reasonable to
3 refuse Bright House's request to identify what specific items that Verizon is
4 offering to provide in this contract would be subject to additional negotiation
5 because they have not previously been provided in Florida.

6 **Q. HAS VERIZON REFUSED TO IDENTIFY ITEMS IN THE ICA THAT IT**
7 **HAS NOT PROVIDED IN FLORIDA?**

8 A. Yes. And this refusal by Verizon is a real problem. How is Bright House
9 supposed to know whether something Verizon promises in the contract –
10 something Bright House might need in its operations – is really, actually
11 available, if Verizon will not say?

12 Note that this language has nothing to do with some *new* obligation that might be
13 imposed on Verizon by virtue of a change in law. As discussed earlier, the parties
14 have agreed that if the law changes in a way that materially affects their
15 obligations under the contract, they will sit down and negotiate what to do about
16 it. Since that situation is covered by the change-in-law provision, Bright House is
17 logically concerned that Verizon is trying to avoid the obligations it has agreed to,
18 under existing law, in the contract as written. That is obviously unreasonable and
19 inappropriate.

20 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
21 **#6?**

1 A. The Commission should reject Verizon's proposed language and delete it in each
2 place that it appears in the draft.¹⁷

3 ***Issue 5***
4

5 **Issue #5: Is Verizon entitled to access Bright House's poles, ducts,**
6 **conduits and rights-of-way?**

7 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #5?**

8 A. Verizon seems confused about Bright House's regulatory status. Bright House is
9 a CLEC. A CLEC has no obligation to make poles, ducts, conduits or rights-of-
10 way that it might control available to an ILEC like Verizon. The statute that
11 makes one entity's poles, etc., available to other entities (Section 224 of the Act)
12 is focused on ensuring that entities that traditionally controlled such infrastructure
13 – ILECs and power companies – make it available on reasonable terms to entities
14 that traditionally have not controlled such infrastructure – CLECs and cable
15 operators.

16 **Q. HAVE YOU SEEN ILECS ATTEMPT TO GAIN ACCESS TO CLEC**
17 **POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY IN IN OTHER**
18 **ARBITRATIONS?**

19 A. No.

20 **Q. CAN YOU SPECULATE AS TO WHY VERIZON HAS RAISED THIS**
21 **ISSUE?**

¹⁷ See Exhibits TJG-2 and TJG-3.

1 A. Generally I try to avoid speculation, but in order to try to add some clarity I will
2 provide my insight into the dispute. Verizon's point seems to be that since Bright
3 House has an affiliate that is a cable operator, and since Verizon now offers video
4 services over its fiber optic "FiOS" service in competition with Bright House's
5 cable affiliate, and since Verizon, in its role as an ILEC, is required by law make
6 its poles, etc. available to CLECs and cable operators, then Bright House, a
7 CLEC, should have to make its poles, etc., available to Verizon – presumably in
8 support of Verizon's cable operations.

9 **Q. IF THAT IS VERIZON'S REASONING FOR ITS PROPOSAL, DOES IT**
10 **JUSTIFY THE PROPOSAL?**

11 A. No. If this is indeed Verizon's position, it makes no sense. As noted, the relevant
12 legal obligations regarding poles and conduits flow *from* the entities that have
13 traditionally controlled the vast majority of this infrastructure *to* the entities that
14 have not. In this regard, the FCC has ruled that states may not impose on CLECs,
15 such as Bright House, obligations that the law imposes only on ILECs, such as
16 Verizon.¹⁸ While this rule literally only applies to the ILEC-specific duties
17 contained in Section 251(c) of the Act, the policy underlying the rule is fully
18 applicable here. Congress did impose certain duties only on ILECs, but it also
19 established a process by which a carrier that is not literally an ILEC can be
20 deemed to be one for purposes of Section 251, if the carrier has come to occupy a
21 position in the market comparable to the position held by an ILEC.¹⁹ The point of

¹⁸ See 47 C.F.R. § 51.223(a).

¹⁹ See 47 C.F.R. § 51.223(b); *Local Competition Order* at ¶ 1248.

1 this rule is that based on its traditional position in the market, certain obligations
2 are appropriate to impose on an ILEC but not other carriers, unless those other
3 carriers have achieved a market position akin to that of an ILEC. That is clearly
4 not the case with Bright House in the Tampa/St. Petersburg area. Finally, in any
5 event, a proceeding such as this one – an arbitration of network interconnection
6 terms and conditions between two carriers – is not the place to sort out policy
7 disputes regarding Verizon's cable service.

8 But, again, Verizon's real purpose here is not clear. We will have to await
9 Verizon's testimony to understand it. In the meantime, I recommend that the
10 Commission adopt Bright House's recommendation to delete this proposed
11 contract provision.²⁰

12 ***Issue 8***

13
14 **Issue #8: Should the ICA include terms that prohibit Verizon from**
15 **selling its territory unless the buyer assumes the ICA?**

16 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #8?**

17 A. Verizon has proposed contract language under which, if it sells all or a portion of
18 the territory covered by the agreement (in this case, the Tampa/St. Petersburg
19 area), then Verizon can simply terminate the contract on 90 days notice. Bright
20 House has proposed language that requires Verizon to first obtain agreement from
21 the entity purchasing the territory to be bound by the terms of the agreement. In
22 effect, this proposal means that Verizon cannot sell its territory unless the buyer

²⁰ See Exhibits TJG-2 and TJG-3.

1 agrees to assume the terms of the ICA. Verizon is unwilling to accept Bright
2 House's proposal.

3 **Q. IS BRIGHT HOUSE'S PROPOSAL FAIR AND REASONABLE?**

4 A. Yes. Bright House has undertaken the time and expense of negotiating (and now
5 arbitrating) the terms of an agreement with Verizon to govern their
6 interconnection arrangements in the Tampa/St. Petersburg area. Under Verizon's
7 proposal, on 90 days notice the fruits of that effort will be completely undone --
8 the contract terminated -- if Verizon sells its operations in that area to a third party
9 (such as AT&T, TDS, etc.). At that time Bright House would have no binding
10 and effective interconnection agreement with either Verizon (if it still owned the
11 territory for some period) or with the new owner. Its entire operation in the
12 Tampa/St. Petersburg area -- serving, indirectly, hundreds of thousands of end
13 user customers -- would be thrown into limbo.

14 **Q. IF VERIZON WERE TO TELL BRIGHT HOUSE WHO THE**
15 **POTENTIAL BUYER WAS, COULD BRIGHT HOUSE THEN SEEK TO**
16 **EXTEND THE AGREEMENT WITH THE NEW BUYER?**

17 A. I suppose Bright House could attempt such a task, but it would be akin to
18 renegotiating the agreement with no guarantee of success. The new owner of the
19 territory could take the position that it will not negotiate about the Tampa/St.
20 Petersburg area until the sale closes. Note also that under applicable federal law,
21 if the new owner and Bright House could not agree on an interconnection
22 agreement, it would be necessary to arbitrate one -- just as we are doing now -- a

process that typically takes a minimum of 270 days, and sometimes much more.

So for many months at least, Bright House would be in the position of operating with no binding contract between it and the new owner of the territory.

Q. MIGHT THE LACK OF AN ICA IMPACT CONSUMERS?

A. Yes. As one can see from the disputes in this case, there are many issues pending that could have a significant impact on Bright House's ability to offer service and its cost to offer service. Any changes in operations, terms and conditions, or other aspects of the business arrangement could impact the quality of service to consumers.

This is plainly unjust and unreasonable. Bright House should not be subject to such uncertainty and consumer services should not be put at risk. The Bright House position resolves these issues in a responsible manner that preserves the operating environment envisioned by the ICA that this Commission will approve.

Verizon is free to sell its territory, but as a condition of doing so, it must get the new buyer to agree to the terms of the existing contract between Verizon and Bright House.

Q. WHAT IS VERIZON'S JUSTIFICATION FOR REJECTING BRIGHT HOUSE'S PROPOSAL?

A. Verizon's reasoning is not clear. Verizon may claim that it will be harder to sell its territory if the buyer has to honor Verizon's contract with Bright House. But that just means that Verizon wants to profit, in the form of a higher sales price for

1 its territory, by virtue of imposing potentially very significant costs on Bright
2 House and its customers when the new owner shows up and fails to honor the
3 contract.

4 **Q. COULD BRIGHT HOUSE INTERVENE IN ANY PROCEEDING**
5 **RELATED TO THE SALE OF VERIZON'S SERVING TERRITORY AND**
6 **ATTEMPT TO PROTECT THE ICA IN THAT MANNER?**

7 A. Presumably it could, but that process would be time consuming and expensive for
8 Bright House. There is no need to wait: Bright House knows that it will want the
9 terms of its contract to be honored by any new owner and, once the Commission
10 has resolved the open issues in this proceeding and approved the new contract, it
11 would seem that the Commission as well would want these terms to be honored
12 by the new owner. Moreover, proceedings to approve the sale of territory can be
13 rushed and complicated matters, with the parties to the transaction and the
14 Commission eager to get the deal closed. Even though Bright House's concern
15 that its contract with Verizon continue to be honored is perfectly reasonable, in
16 the context of a proceeding to approve the sale of Verizon's territory, it may
17 appear that Bright House is trying to interfere with an otherwise reasonable deal,
18 when all it is doing is trying to ensure that the terms and conditions it negotiated
19 for, and arbitrated for, are not simply dissolved. Again, that potential result under
20 Verizon's language seems completely unjust and unreasonable in light of Bright
21 House's reasonable expectation that the terms of its ICA will be honored.

1 **Q. MAY THE NEW OWNER NEGOTIATE NEW TERMS AND**
2 **CONDITIONS WHEN THE ICA EXPIRES?**

3 A. Of course. The new owner would also be able to exercise the other rights as
4 established in the ICA while the ICA is in effect.

5 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
6 **#8?**

7 A. The Commission should adopt Bright House's proposed language which modifies
8 Verizon's language, in Section 43.2 of the General Terms and Conditions
9 regarding the sale or transfer of Verizon's territory.

10 ***Issue 16***
11

12 **Issue #16: Should Bright House be required to provide assurance of**
13 **payment? If so, under what circumstances, and what remedies**
14 **are available to Verizon if assurance of payment is not**
15 **forthcoming?**

16 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #16?**

17 A. Verizon has proposed to include language in the agreement, supposedly to protect
18 Verizon in the case of Bright House encountering financial difficulties, in General
19 Terms and Conditions Section 6. The terms, however, are one-sided and
20 potentially oppressive. In light of the actual interconnection relationship between
21 the parties – that is, their actual situation in the marketplace – Bright House has
22 proposed to delete these provisions. As an alternative, Bright House has proposed

1 to make them mutual, that is, have them apply to Verizon as well as Bright House.
2 Verizon has refused.

3 **Q. WHAT IS THE BASIC IDEA BEHIND THE DISPUTED PROVISION?**

4 A. In the past, Verizon has provided services to resellers and other types of CLECs
5 whose business model required complete dependence on Verizon's own facilities
6 and services in order to serve the CLECs' end users. As discussed above, that is a
7 very challenging business model and in many cases these entities went bankrupt
8 after Verizon had provided service to them for some time without getting paid.
9 This is understandably frustrating to Verizon. The end user customer in such a
10 situation was actually physically receiving service from Verizon, using Verizon's
11 network like any other Verizon customer. And the end user customer may well
12 have been paying his or her bills for the service. But the end user was paying
13 their bills to the resale CLEC, not Verizon. If the resale CLEC stopped paying
14 Verizon, then Verizon was left holding the bag. Requiring deposits, letters of
15 credit or similar security from resellers who appeared to be in financial distress is
16 not unreasonable.

17 **Q. BUT YOU ARE OPPOSING THIS PROVISION FOR BRIGHT HOUSE?**

18 A. Yes. Bright House is not a reseller, and, despite some reasonable billing disputes,
19 pays its bills for services rendered. Bright House serves (indirectly) hundreds of
20 thousands of end users in the Tampa/St. Petersburg area using its own facilities
21 and those of its cable affiliate. Verizon interconnects with Bright House and
22 indeed provides services to Bright House by terminating traffic from Bright

1 House's end users to Verizon's end users. Verizon's own end users call Bright
2 House's end users as well, creating a situation in which Verizon routinely incurs
3 substantial payment obligations to Bright House. That is, in the parties' business
4 relationship – and completely unlike the situation with resellers – while Bright
5 House does incur financial obligations to Verizon each month, Verizon also
6 incurs very substantial financial obligations to Bright House each month.

7 **Q. GIVEN THIS BUSINESS RELATIONSHIP, ARE YOU SUGGESTING**
8 **THAT ANY ASSURANCE OF PAYMENT PROVISIONS BE**
9 **SYMMETRICAL OR MUTUAL?**

10 A. Yes. In these circumstances – with each party benefiting from interconnection to
11 the other, and each party exposed to risk that the other might not pay its bills – a
12 reciprocal arrangement might make sense. For instance, if a party were to be late
13 in paying an amount of undisputed bills over a reasonable period such as six
14 months or a year, then the other party could request a deposit or other security in
15 an amount that reflected the other party's *net* financial exposure – that is, the
16 amount the other party is owed, *offset by* the amount that the other party owes for
17 the services it buys.

18 **Q. IF A DEPOSIT OR LETTER OF CREDIT PROCESS WAS AN OPTION,**
19 **HOW WOULD SUCH A REQUEST BE MADE?**

20 A. If an assurance of payment process was put into place, it should have reasonable
21 terms and conditions and include objective and verifiable grounds for requiring
22 security that have some relationship to the magnitude of the problem. Some of

1 those grounds might include failure to pay a material amount of undisputed bills
2 over a significant period of time. Of course these parameters would need to be
3 well defined and based on verifiable information. Parties should never be
4 permitted to demand security arrangements on the mere suspicion that the other
5 party might be having financial troubles, as would be the case with Verizon's
6 proposal. Giving one party the ability to impose potentially significant
7 obligations on the other based on purely subjective criteria is an invitation to
8 disputes and abuse.

9 **Q. ARE THERE ANY OTHER PROBLEMS WITH VERIZON'S PROPOSED**
10 **ASSURANCE OF PAYMENT LANGUAGE?**

11 A. Yes. One of the most oppressive provisions of Verizon's proposed language
12 states that, "Notwithstanding anything else set forth in this Agreement, if Verizon
13 makes a request for assurance of payment in accordance with the terms of this
14 Section, then Verizon shall have no obligation thereafter to perform under this
15 Agreement until such time as Bright House has provided Verizon with such
16 assurance of payment." In other words, if Verizon asks for assurances of
17 payment, it can immediately stop providing any services to Bright House –
18 including the basic service of delivering calls from Bright House's end users to
19 Verizon's end users – until the assurance of payment is established – even if the
20 request is erroneous, unreasonable, or oppressive. This gives Verizon an almost
21 unfettered right to interrupt Bright House's business and services to its customers.
22 Such ability to unilaterally cut-off consumer services is not in the public interest.

1 **Q. EVEN IF THE ASSURANCE OF PAYMENT DID NOT RESULT IN A**
2 **CUT-OFF OF SERVICE, COULD THE PROCESS STILL HARM BRIGHT**
3 **HOUSE?**

4 A. Yes. If Verizon were successful in seeking a letter of credit or deposit, when
5 none was required, it would take monies away from Bright House that could be
6 used to expand service, invest in network facilities, improve or develop new
7 services, etc. Tying up Bright House's resources with letters of credits or
8 deposits, when such are not necessary, simply disadvantages one of Verizon's
9 competitors.

10 **Q. DO YOU BELIEVE THAT VERIZON WOULD ACTUALLY ABUSE**
11 **BRIGHT HOUSE IN THAT WAY?**

12 A. I don't know, but good public policy dictates that such potential outcomes be
13 avoided and prevented.

14 My understanding is that Bright House and Verizon have made various proposals
15 and counter-proposals to each other in order to resolve this matter, but to no avail.
16 As a result, they may yet be able to settle this issue. In the meantime, I
17 recommend that the Commission concur with Bright House and delete the entire
18 "Assurance of Payment" provision from the proposed agreement. In the
19 alternative, the Assurance of Payment language should be modified to apply to
20 both parties.

1 **Issue 21**

2
3 **Issue #21: What contractual limits should apply to the parties' use of**
4 **information gained through their dealings with the other**
5 **party?**

6 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #21?**

7 A. During 2007 and 2008, Verizon and Bright House (along with other cable-
8 affiliated CLECs) engaged in extensive litigation with Verizon regarding
9 Verizon's use of Bright House's (and the other CLECs') confidential information
10 ("ordering information").²¹ Essentially, when Bright House would win a
11 customer and place an order with Verizon to transfer the customer's telephone
12 number and directory listing over to Bright House, Verizon would take that
13 confidential information and use it to immediately start trying to win-back the
14 customer or prevent the customer from leaving in the first place. Bright House
15 argued that this was a violation of federal law, which requires a carrier receiving
16 confidential information of this sort – here, the specific identities of customers
17 who were leaving Verizon, along with the specific timing of their departure – to
18 use that information *only* for the purpose for which it was supplied – here, to
19 perform the administrative tasks associated with transferring the customer from
20 one carrier to the other.

21 After litigation before the FCC (and, to some extent, here before this
22 Commission), the FCC ruled against Verizon, finding that it violated the statute,

²¹ See *Bright House Networks, LLC et al. v. Verizon California, Inc., et al.*, *Memorandum Opinion and Order*, 23 FCC Rcd 10704 (2008), *affirmed*, *Verizon California, Inc. v. FCC*, 555 F.3d 270 (D.C. Cir. 2009).

1 and the FCC's rules and rulings, regarding the use of this confidential
2 information. Verizon took its case to federal court on an expedited basis – and,
3 on an expedited basis, received a 3-0 ruling from the D.C. Circuit that the FCC
4 was correct and that Verizon was wrong.

5 **Q. WHAT IS THE RELEVANCE OF VERIZON'S BEHAVIOR REGARDING**
6 **THE "RETENTION MARKETING" RULES FOR THIS ARBITRATION,**
7 **AND FOR ISSUE #21?**

8 A. At a high level, Verizon's behavior regarding retention marketing shows what can
9 happen if the interconnection agreement gives Verizon the discretion to change its
10 behavior merely because Verizon unilaterally changes its mind about what the
11 law requires.

12 As regards Issue #16, Verizon's conduct underlying the retention marketing
13 litigation illustrates just how vulnerable a CLEC can be to a Verizon decision to
14 inappropriately use the confidential information that the CLEC must, as a
15 practical matter, share with Verizon on a day-to-day basis as the parties compete
16 in the marketplace and lose customers to each other. As a result, Bright House
17 has proposed a number of provisions, largely but not entirely in Section 10 of the
18 General Terms and Conditions and Sections 4.5 and 8 of the "Additional
19 Services" attachment, that make Verizon's obligation to protect, and not abuse,
20 Bright House's confidential information exceedingly clear.

21 **Q. IN THESE CIRCUMSTANCES, WHAT DO YOU RECOMMEND THAT**
22 **THE COMMISSION DO WITH RESPECT TO ISSUE #21?**

1 A. I recommend that the Commission adopt Bright House's proposed language that
2 clearly and strictly establishes Verizon's obligation to treat the information it
3 receives from Bright House during the performance of the contract as
4 confidential.²²

5 ***Issue 13***

6
7 **Issue #13: What time limits should apply to the Parties' right to bill for**
8 **services and dispute charges for billed services?**

9 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #13?**

10 A. Bright House proposes to impose a reasonable time limitation that would apply to
11 bills rendered under the agreement, and to disputes arising about those bills.
12 Specifically, Bright House has proposed that if a party doesn't render a bill for a
13 service for more than a year after the service was provided, then the party's right
14 to bill for the service is waived. Similarly, if a party has a dispute it wants to raise
15 about a bill that it has received (and already paid), the party must raise the dispute
16 within a year after the bill is received.²³ Verizon has rejected these proposals, and
17 wants there to be no time limit other than the applicable statute of limitations for
18 claims under a contract (which, as I understand it, is 5 years in Florida) to either
19 bill for services provided under the contract or raise disputes about bills it has
20 already paid.

²² See Exhibits TJG-2 and TJG-3.

²³ Note that the parties agree that if a party wants to dispute a bill that it has received and withhold payment of the disputed amounts, it must raise the dispute by the date that payment of the bill would normally be due. The situation being addressed by Issue No. 13 is one in which a party has paid a bill already, but wants to come back after the fact and raise a dispute about it.

1 **Q. WHY IS BRIGHT HOUSE'S PROPOSAL FAIR AND REASONABLE?**

2 A. Bright House and Verizon exchange massive amounts of traffic every month – in
3 excess of 25 million minutes of use. They each serve (directly or indirectly)
4 hundreds of thousands of customers in the Tampa/St. Petersburg area. As a result,
5 while the net amount that the parties owe each other in any given month may not
6 be large in relation to the size of their respective overall business operations, the
7 absolute amounts due from one party to the other are significant. But, regardless
8 of the size of the bills, without some limit on how far back a party can bill for
9 services rendered, or dispute bills already paid, neither party can have any real
10 certainty regarding where it stands, financially, with respect to its business. A
11 year is more than sufficient time for a party to either bill for services it has
12 provided or object to bills it has already paid. Many providers do not retain
13 billing records past one year anyway, so it would be difficult after that period of
14 time to resolve a billing dispute.

15 **Q. IS VERIZON'S BEHAVIOR REGARDING RETENTION MARKETING,**
16 **DISCUSSED ABOVE IN CONNECTION WITH ISSUE #21, RELEVANT**
17 **HERE?**

18 A. Yes, it is. As discussed above, one of the most troubling aspects of Verizon's
19 behavior during the retention marketing dispute was the fact that after a decade of
20 following the law, Verizon unilaterally changed its practices and started breaking
21 the law. In the context of billing and bill protests, this suggests that years after

1 the fact, Verizon may choose to dispute payments from the past for some
2 unknown reason.

3 **Q. DO YOU CONCEDE THAT THERE MIGHT BE CIRCUMSTANCES**
4 **WHERE A COMPANY MIGHT NOT EITHER BILL OR DISPUTE A**
5 **BILL WITHIN ONE YEAR?**

6 A. Yes. Companies do sometimes make legitimate mistakes and simply fail to bill
7 for, or to protest bills for, services rendered. The question is, who should bear the
8 burden of such mistakes? Bright House's proposal reasonably places that burden
9 on the company that should have billed, or should have protested. Moreover, in
10 light of Verizon's history, it is only fair and prudent to put some reasonable
11 contractual limits on the degree of financial exposure that Bright House must
12 bear. Bright House's proposed one-year limit on back-billing and bill protests
13 strikes a fair and reasonable balance on this issue.

14 **Q. IN LIGHT OF THESE CONSIDERATIONS, WHAT SHOULD THE**
15 **COMMISSION DO WITH REGARD TO ISSUE #13?**

16 A. The Commission should adopt Bright House's proposal to impose a reasonable,
17 one-year limit on back-billing and after-the-fact bill protests.

18 ***Issue 20***

19
20 **Issue #20: (a) What obligations, if any, does Verizon have to reconcile**
21 **its network architecture with Bright House's?**

22 **(b) What obligations, if any, does Bright House have to**
23 **reconcile its network architecture with Verizon's?**

1 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #20?**

2 A. Verizon proposes in Section 42 of the General Terms and Conditions, that
3 Verizon retains the right to modify and upgrade its network over time. This is a
4 reasonable provision. But Verizon then demands (unreasonably) that no matter
5 what Verizon does to its network, or why, Bright House is completely responsible
6 for absorbing any costs Verizon's actions might impose on Bright House. Bright
7 House recommended that the language either be deleted, or be made mutual.

8 **Q. IF THIS LANGUAGE IS INCLUDED, WHY IS IT IMPORTANT FOR IT**
9 **TO BE MUTUAL?**

10 A. First of all, it appears that Bright House, not Verizon, offers the technologically
11 more advanced services which suggests that Bright House is investing in network
12 upgrades. Second, both parties provide connectivity (directly or indirectly) to
13 literally hundreds of thousands of customers in the Tampa/St. Petersburg area.
14 Given that both parties are supporting a large portion of the market, it only makes
15 sense that the provision be mutual. Each party should be free to modify and
16 upgrade its network, and each party is obliged to accommodate, within its own
17 network, the effects of the other party's upgrades. Verizon rejected this
18 suggestion, leading to this dispute.²⁴

19 **Q. DO YOU HAVE ANY IDEA WHY VERIZON WANTS TO INCLUDE**
20 **THIS PROVISION?**

²⁴ I should note that Bright House has also proposed, at various points, either (a) deleting this provision of the agreement entirely or (b) deleting the last sentence of the provision, dealing with cost responsibility. Bright House would still accept either of those options.

1 A. As noted above, one type of competitor, more prominent in years past than today,
2 relies heavily on UNEs from Verizon's own network to provide services. In this
3 regard, the FCC has ruled, for example, that Verizon has to provide copper loops
4 as UNEs, but is not required – at least in some circumstances – to provide fiber
5 optic loops on an unbundled basis.²⁵ In that context, I can understand that
6 Verizon would want to retain a right to upgrade its loops from copper to fiber,
7 without having to bear the costs of the competitor in accommodating that change.
8 Unfortunately, though, it appears that Verizon took this one concern, which it
9 should have put somewhere in the section of the contract relating to UNEs, and
10 generalized it to apply to any technology upgrade of any kind, in any
11 circumstance.

12 **Q. IS THERE ANY REASONABLE BASIS TO ACCEPT VERIZON'S**
13 **PROPOSED LANGUAGE IN THE CONTEXT OF A FACILITIES-BASED**
14 **CARRIER LIKE BRIGHT HOUSE, AS OPPOSED TO SOMETHING**
15 **THAT IS LIMITED TO ITS RELATIONSHIP WITH UNE-BASED**
16 **COMPETITORS?**

17 A. No. While Verizon has certain obligations that apply only to ILECs, as a practical
18 matter Bright House and Verizon stand are similarly situated in the Tampa/St.
19 Petersburg area, each one with a very substantial base of end users and each one
20 sending a massive amount of traffic to, and receiving a massive amount of traffic
21 from, those end users. Verizon's position with respect to this issue seems to stem

²⁵ See, for instance, the FCC's Triennial Review Order at ¶ 273. (FCC 03-36; Released: August 21, 2003)

1 from a view that its network is the proverbial “800 pound gorilla” to which all
2 other networks must defer. Even if that was true fourteen years ago when the Act
3 was passed, it is not reasonable to take that stance now. The market has evolved
4 to the point where, to the contrary, competing networks, such as Bright House, are
5 sufficiently substantial and established that one can no longer simply assume that
6 what Verizon does should be followed by, and accommodated by, other providers
7 with which Verizon interconnects.

8 **Q. DO YOU HAVE ANY ADDITIONAL POINTS REGARDING THIS**
9 **ISSUE?**

10 A. Yes. I find it interesting that Verizon objects to the notion that it might be called
11 upon to spend money to modify its network to accommodate changes that Bright
12 House might choose to make in *its* own operations. In fairness to Verizon, it is
13 indeed disconcerting to think that the actions of a rival, physically distinct
14 network, over which Verizon has no control, could nonetheless impose substantial
15 costs on Verizon. But while Verizon recognizes that this seems odd and even
16 unfair when *Verizon* might be the one required to respond, Verizon seems blind to
17 the fact that this is exactly the burden it wants to impose on Bright House. As a
18 result, if the Commission credits Verizon’s worries that it would be unfair or
19 unreasonable for Verizon to have to accommodate, at its own expense, changes in
20 Bright House’s network, it is equally unfair and unreasonable to expect Bright
21 House to accommodate, at *its* own expense, changes in Verizon’s network. In
22 that case, the better course would be to adopt one of Bright House’s alternative

1 proposals – either deleting the provision that deals with the assignment of cost
2 responsibility, or deleting the entire contract section.

3 **Q. WHICH POSITION SHOULD THE COMMISSION ADOPT WITH**
4 **RESPECT TO ISSUE #20?**

5 A. The Commission should either adopt Bright House's proposal to make proposed
6 Section 42 of the General Terms and Conditions entirely mutual, or adopt one of
7 Bright House's alternative suggestions noted just above.

8 ***Issue 22(a)***
9

10 **Issue #22: (a) Under what circumstances, if any, may Bright House**
11 **use Verizon's Operations Support Systems for purposes other**
12 **than the provision of telecommunications services to its**
13 **customers?**

14 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #22(a)?**

15 A. It is not clear that there is a real dispute at this time. The underlying issue relates
16 to the fact that Bright House does not serve end user customers directly but,
17 instead, provides wholesale telephone exchange services to its cable affiliate,
18 BHN, which then uses those services to provide an unregulated interconnected
19 VoIP service to end users.

20 **Q. IS IT COMMON FOR AN INTERCONNECTED VOIP PROVIDER TO**
21 **RECEIVE TELECOMMUNICATIONS SERVICES FROM A COMPANY**
22 **LIKE BRIGHT HOUSE?**

1 A. Yes. An interconnected VoIP service provider, like BHN, normally obtains
2 telephone numbers and similar services from a wholesale provider – here, Bright
3 House – on behalf of its end users.

4 **Q. WHAT THEN IS THE CONCERN?**

5 A. Bright House was concerned that Verizon might argue – based on the precise
6 language of Verizon’s draft contract – that Bright House was not entitled to have
7 access to Verizon’s Operations Support Systems (the computerized systems for
8 handling service orders and related functions) in connection with Bright House’s
9 VoIP “end users” – the customers obtaining VoIP service from BHN.
10 Specifically, Verizon’s language provided as follows: “8.4.2: Verizon OSS
11 Facilities may be accessed and used by [Bright House] only to provide
12 Telecommunications Services to [Bright House] Customers.” Bright House
13 provides its telecommunications services to its affiliate – the interconnected VoIP
14 provider – and not to individual end users directly. As a result, Bright House was
15 concerned that Verizon might try to block Bright House’s access to Verizon’s
16 OSS, on the theory that the language noted above barred the use of the OSS in
17 connection with VoIP end users.

18 **Q. WHY DO YOU SAY THAT THERE MAY NOT BE AN ACTUAL**
19 **DISPUTE HERE?**

20 A. As noted above, the parties have been negotiating solutions to a variety of their
21 disputes as this arbitration has been ongoing. One of their areas of disagreement
22 had to do with the language used to describe what kinds of traffic the parties

1 would exchange using their interconnection arrangements. Bright House was
2 concerned that Verizon might take the position that the VoIP-originated traffic
3 from its end users – the VoIP customers of Bright House’s cable affiliate – was
4 not proper for exchange under the agreement.

5 **Q. HAVE THE PARTIES REACHED AN AGREEMENT ON THAT**
6 **LANGUAGE?**

7 A. It appears so. The parties were able to reach agreement on that language, and to
8 agree that the fact that Bright House’s end users were VoIP customers of Bright
9 House’s affiliate did not provide a basis for refusing to exchange the traffic. As a
10 result, it does not appear that Verizon is proposing to rely on the fact that Bright
11 House is a wholesale provider of services to its cable affiliate as a basis for trying
12 to limit Bright House’s interconnection and related rights. If all that is true, then
13 there is almost certainly no substantive dispute here, and I would expect the
14 parties to work out mutually acceptable language very shortly.

15 **Q. SUPPOSE THERE ISN’T AGREEMENT?**

16 A. In that case, the Commission should adopt Bright House’s proposal. As I
17 discussed earlier in my testimony, the way that facilities-based competition has
18 actually developed, CLECs providing connectivity to interconnected VoIP
19 providers are giving consumers an alternative to traditional ILEC landline service.
20 It is essential that the terms and conditions associated with the access of a
21 wholesale CLEC, like Bright House, to an ILEC’s OSS (and other interconnection
22 arrangements) recognize this market reality. In order for those terms and

1 conditions to be just and reasonable in light of the market, they must permit the
2 wholesale CLEC to have the necessary access to the ILEC's systems, even if the
3 underlying VoIP service is not ultimately deemed to be a telecommunications
4 service.

5 ***Issue 4***

6
7 **Issue #4: (a) How should the ICA define and use the terms**
8 **"Customer" and "End User"?**

9 **Q. WHAT IS THE ACTUAL DISPUTE UNDERLYING ISSUE # 4(a)?**

10 A. As with Issue #22(a), there may not be a dispute at all. As noted, Bright House
11 provides wholesale telephone exchange service to its cable affiliate, which
12 provides unregulated VoIP service to end users. The ICA refers to a party's
13 "customers" or "end users" in various ways. In order for those provisions to
14 make sense in the case of a wholesale CLEC like Bright House, it is important
15 that the terms "customer" and "end user" be defined in such a way that the
16 ultimate consumer who receives the VoIP service – but who is connected to the
17 public telephone network by means of the wholesale CLEC – gets treated as the
18 CLEC's "customer" or end user. As discussed above, it does not appear, as of the
19 date of filing this testimony, that there is actual disagreement between the parties
20 on this fundamental point. As a result, I would not be surprised if the parties were
21 to reach a resolution of this issue in the near future.

22 **Q. WHAT ARE SOME EXAMPLES OF REFERENCES TO "CUSTOMERS"**
23 **OR "END USERS" WHERE THIS ISSUE MIGHT COME UP?**

1 A. There are several that are material to Bright House's operations. One example is
2 the rights of Bright House's "customers" or "end users" to have listings in
3 Verizon's telephone directories. The whole point of a directory is to allow
4 consumers to be able to find listing information about other consumers who
5 choose to have their information listed. Obviously it is necessary to include
6 Bright House's ultimate VoIP "end users" in this category. Similarly, E911
7 service is a critical public safety concern. The FCC has obliged interconnected
8 VoIP providers to ensure that their customers have access to E911 functionality to
9 the extent possible, and has directed LECs to cooperate with each other to ensure
10 that occurs. As a result, references to "customers" or "end users" in the E911
11 context must, obviously, refer to Bright House's ultimate VoIP "end users."

12 Yet another example is local number portability. The FCC has ruled that
13 subscribers to interconnected VoIP services have the same right to retain and port
14 their telephone numbers when they change providers – either when they transfer
15 to VoIP service from an ILEC, or when they transfer from a VoIP service to
16 service offered directly by a LEC. In this context as well, it is necessary that the
17 terms "customer" or "end user" refer to the ultimate consumers who obtain VoIP
18 service from Bright House's affiliate.

19 **Q. DO YOU THINK THAT VERIZON DISAGREES WITH THESE POINTS?**

20 A. Given that the parties were able to reach agreement, in the interconnection/traffic
21 exchange context, that it doesn't matter whether a call originates on a VoIP
22 service or with a more traditional telephone line, I would expect, as noted above,

1 that these issues are not problematic for Verizon. Nevertheless, this issue is so
2 important to the efficient operation of the market that it should be resolved
3 without any doubt.

4 **Q. IF IT TURNS OUT THAT THERE IS A DISPUTE ABOUT THESE**
5 **POINTS, WHAT SHOULD THE COMMISSION DO?**

6 A. As described above, there is substantial competition in the market for residential
7 customers which has developed primarily through cable-affiliated VoIP service.
8 In order to facilitate and enable this competition, it is necessary to treat the
9 ultimate VoIP consumers as Bright House's "customers" or "end users" within
10 the context of the ICA. Therefore, if the parties are not able to work out this
11 issue, the Commission should adopt Bright House's suggested language defining
12 "Customer" and "End User" in a way that expressly includes the ultimate VoIP
13 consumers.

14 ***Issue 22(b)***

15
16 **Issue #22: (b) What constraints, if any, should the ICA place on**
17 **Verizon's ability to modify its OSS?**

18 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #22(b)?**

19 A. This issue has several parts. The issue literally relates to the terms and conditions
20 applicable to Verizon's OSS, including Verizon's right to make changes to those
21 systems. In a broader sense it relates to Bright House's general concern that
22 Verizon not be permitted to vary any of the material terms of the parties' contract
23 without negotiating those changes with Bright House first.

1 **Q. BY WAY OF BACKGROUND, WHAT IS VERIZON'S "OPERATIONS**
2 **SUPPORT SYSTEM," OR "OSS"?**

3 A. This is a computerized system used to handle a variety of administrative functions
4 involved in managing the interconnection relationship between Bright House and
5 Verizon. For example, when a Verizon customer chooses to take service from
6 Bright House, Bright House submits a "Local Service Request" or "LSR" to
7 Verizon's OSS indicating that the customer's Verizon service should be canceled,
8 the customer's number ported to Bright House, etc. This submission is entirely
9 automated through electronic data interchange or "EDI".²⁶ Specifically, Bright
10 House has a contractor who, on Bright House's behalf, is electronically linked
11 with Verizon's OSS. The contractor will populate the appropriate fields of an
12 electronic, on-screen form with the relevant information and then – essentially
13 with the push of a button – transmit the data to Verizon.

14 **Q. WHAT IS THE SPECIFIC LANGUAGE IN DISPUTE WITH REGARD TO**
15 **THIS ISSUE?**

16 A. There are three contract provisions at issue, all in the "Additional Services
17 Attachment" to the contract. These are:

²⁶ EDI is the process whereby two providers electronically exchange information for placing orders (like local service requests) billing, etc. EDI is much more efficient than manual processes, especially for large amounts of information. Further, because EDI is electronic, there is less human intervention which limits the potential for input or processing errors.

1 **Section 8.2.1**, in which Bright House proposes to ensure that Verizon will provide
2 for electronic OSS ordering for any service provided under the interconnection
3 agreement.

4 **Section 8.2.3**, in which Bright House has proposed language to require Verizon to
5 provide commercial reasonable advance notice of any changes to its OSS and to
6 ensure that Verizon cannot impose payment obligations on Bright House by
7 unilaterally amending its OSS-related "Change Management Guidelines"

8 **Section 8.8.2**, in which Bright House has proposed language to clarify that any
9 limitations Verizon imposes on volume of use of OSS are commercially
10 reasonable.

11 **Q. WHY ARE BRIGHT HOUSE'S PROPOSED CHANGES NECESSARY?**

12 A. As a practical matter, given the volume of transactions between Bright House and
13 Verizon regarding customers shifting from one to the other, the only way to
14 ensure that the transactions occur smoothly is to handle them electronically.
15 Using manual processes (such as graphical user interfaces or faxes) would be
16 labor intensive and time consuming. In addition, human intervention results in
17 unnecessary errors. It is therefore necessary for Bright House to make use of
18 Verizon's electronic OSS (just as Verizon makes use of Bright House's electronic
19 OSS).

20 **Q. DO YOU AGREE THAT VERIZON OWNS ITS OSS AND THAT IT MAY**
21 **MAKE CHANGES TO THE OSS OVER TIME?**

1 A. Yes. Nevertheless, there must be some constraints on the degree to which
2 Verizon can modify its OSS during the term of the contract. Bright House's
3 proposed language is designed to impose those reasonable constraints without
4 impairing Verizon's ability to manage its own OSS.

5 **Q. WHAT SPECIFIC CONSTRAINTS DOES BRIGHT HOUSE SEEK TO**
6 **IMPOSE ON VERIZON'S OSS?**

7 A. First, in Section 8.2.1, Bright House proposes that the ordering of any service that
8 Verizon provides to Bright House under the contract be handled via the OSS. As
9 noted above, this is simple business practicality. Bright House and Verizon are
10 both large entities, serving hundreds of thousands of end users, and things would
11 grind to a halt if any substantial number of orders for services had to be submitted
12 via a manual process. The Commission should direct the parties to include Bright
13 House's proposed language in Section 8.2.1 that reflects this requirement.

14 Next, in Section 8.2.3, Bright House has suggested two reasonable requirements.
15 First, while acknowledging that Verizon may modify the details of how its OSS
16 operates, Bright House proposes to require that Verizon provide "commercially
17 reasonable" advance notice of any such changes. Bright House proposes to use
18 that general standard, rather than any specific deadline for advance notice,
19 because what is commercially reasonable will vary with the circumstances. It
20 might be commercially reasonable to implement a minor change in the
21 information to be included in some field on an electronic form with three months
22 notice; on the other hand, if Verizon were to undertake some major revision of the

1 electronic parameters for the submission of key industry forms, such as the Local
2 Service Request, or LSR, it could be that a full year advance notice might be
3 needed to reasonably allow Bright House to accommodate the change in its own
4 systems.

5 In this regard, the real point of the “commercially reasonable” notice provision is
6 to ensure that Verizon and Bright House have a reasonable opportunity to discuss
7 any pending changes in the system and, if need be, to negotiate regarding how
8 much advance notice is reasonable in the circumstances.

9 Second, while acknowledging that Verizon may modify its Operations and
10 Support *Systems* without getting advance approval from Bright House for any
11 changes, Bright House has proposed language to make clear that Verizon’s right
12 to make such “systems” changes – technical matters relating to the form and
13 format of submissions to Verizon – cannot and does not include the right to
14 unilaterally create chargeable events and chargeable services out of order
15 processing or other activities that are not subject to charges today.

16 The Commission should approve both of these changes.

17 Finally, in Section 8.8.2, while Bright House acknowledges that Verizon may
18 impose limitations on the volume of orders that can be submitted via its electronic
19 OSS, Bright House proposes language that any such limitations on volume be
20 commercially reasonable. Again, Bright House does not actually expect difficulty
21 with Verizon on this score. But, with the contract language Verizon has
22 proposed, it would be literally possible under the contract for Verizon to declare

1 that it will not accept more than (say) 10 LSRs per day transferring customers
2 from Verizon to Bright House – thus using artificial limitations on the number of
3 orders its OSS can process as a means to slow down the rate at which Bright
4 House can win customers from Verizon in the marketplace. By requiring any
5 volume limitations imposed with respect to its OSS to be commercially
6 reasonable, Bright House’s language would preclude this kind of anticompetitive
7 situation from arising. The Commission, therefore, should approve this language
8 as well.

9 ***Issue 23***

- 10 **Issue #23.**
- 11 (a) What description, if any, of Verizon’s general obligation
12 to provide directory listings, should be included in the ICA?
- 13 (b) What rate, if any, should apply to Verizon’s inclusion
14 and modification of Bright House directory listings?
- 15 (c) To what extent, if any, should the ICA require Verizon
16 to facilitate Bright House’s negotiating a separate agreement
17 with Verizon’s directory publishing company?

18 **Q. WHAT IS THE TOPIC OF THE DISPUTE UNDERLYING ISSUE #23?**

19 A. Issue #23 relates to the parties’ disagreements regarding Verizon’s provision of
20 directory listings (“DLs”) for Bright House’s end users (that is, the subscribers to
21 the interconnected VoIP service offered by Bright House’s affiliate, who obtain
22 network connectivity through Bright House). I note that I have been informed
23 that the parties have reached a settlement regarding the rates that Verizon will
24 charge for including listings for Bright House’s end users in Verizon’s directories
25 and databases. Issue #23(b), therefore, is no longer in dispute. Furthermore,

1 because Bright House and Verizon agree on what Bright House will be charged
2 for DLs during the term of their new ICA, Bright House no longer requires
3 Verizon's assistance in trying to establish a separate agreement with Verizon's
4 publisher. Issue #23(c), therefore, should be considered resolved as well.

5 **Q. PLEASE DEFINE A DIRECTORY LISTING.**

6 A. In simple terms, a directory listing is the customer's name, phone number, and
7 address that are published in a directory, such as a telephone book, or included in
8 a directory database, such as that used when a caller dials "411." The Act itself
9 requires all LECs to provide competing providers with "*nondiscriminatory* access
10 to ... directory listing."²⁷ The FCC has interpreted the term "directory listing" to
11 mean "the act of placing a customer's listing information in a directory assistance
12 database or in a directory compilation for external use (such as a white pages)."²⁸

13 **Q. PLEASE DESCRIBE THE POSITIONS OF VERIZON AND BRIGHT**
14 **HOUSE ON DLs.**

15 A. First, the parties disagree about how Verizon's general obligation to provide
16 listings should be characterized. Second, they disagree about whether Verizon
17 should be obliged to facilitate the negotiation of possible direct arrangements
18 between Bright House and Verizon's directory publishing company. As of the

²⁷ 47 U.S.C. § 251(b)(3) (emphasis added).

²⁸ *Implementation of the Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Provision of Directory Listing Information under the Telecommunications Act of 1934 [sic], As Amended*, CC Docket Nos. 96-115, 96-98, 99-273, Third Report and Order, Second Order on Reconsideration, and Notice of Proposed Rulemaking, 14 FCC Rcd 15550, ¶ 160 (1999) ("*SLI/DA Order*").

1 date of this testimony, Verizon and Bright House disagree about at least the first
2 two of these items.

3 **Q. PLEASE DESCRIBE THE CONCERN REGARDING HOW VERIZON'S**
4 **DUTY TO PROVIDE DLs IS CHARACTERIZED IN THE CONTRACT?**

5 A. Let me first state that the parties may well be able to reach an agreement on this
6 issue, which relates to contract language rather than rates, now that they have
7 reached agreement on rates. So, I would not be surprised to report in my rebuttal
8 testimony that this issue has been resolved as well. For now, however, I would
9 note the following. As the Commission may recall, Bright House and Verizon
10 had a substantial dispute regarding DLs under their current agreement. While
11 Bright House is hopeful that no such disputes will arise under the agreement
12 being established in this proceeding, it is reasonable for Bright House to be
13 concerned about that issue. As a result, Bright House wants the new agreement to
14 accurately state the scope of Verizon's obligation to provide DL functions to
15 Bright House. Verizon's proposed language does not accomplish that purpose.

16 **Q. PLEASE EXPLAIN HOW VERIZON'S PROPOSAL DEFINES ITS DL**
17 **OBLIGATIONS.**

18 A. Verizon's proposed language describing its obligation is, "To the extent required
19 by Applicable Law, Verizon will provide directory services to [Bright House].
20 Such services will be provided in accordance with the terms set forth herein."
21 Bright House, however, proposes the following: "Verizon will provide directory

1 and listing services to Bright House on a just, reasonable and nondiscriminatory
2 basis as required by Applicable Law and as specified herein.”

3 The difference between the two formulations boils down to this: Bright House
4 wants the fact that Verizon’s provision of DL services must be “just, reasonable
5 and nondiscriminatory” to appear on the face of the contract so that, if there is any
6 dispute about directory issues in the future, there will at least be no dispute about
7 the relevant legal/regulatory standard to apply. At the same time, Bright House is
8 concerned that Verizon objects to Bright House’s proposed language. If Verizon
9 takes the position that it is *not* obliged to offer directory listings and services “on
10 a just, reasonable and nondiscriminatory basis,” Bright House would like to
11 understand that Verizon contention now so that it can be sorted out in advance.

12 **Q. WHAT SHOULD THE COMMISSION DO WITH REGARD TO THIS**
13 **ASPECT OF THE DIRECTORY LISTING ISSUE?**

14 A. The Commission should direct the parties to include Bright House’s proposed
15 language into the agreement.

16 ***Issue 24***

17
18 **Issue #24 Is Verizon obliged to provide facilities from Bright House’s**
19 **network to the point of interconnection at TELRIC rates?**

20 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #24?**

21 A. The parties agree that in order to exchange traffic, Bright House is obliged to
22 “show up” at an appropriate point “on Verizon’s network” in order to physically

1 link their networks so that traffic can flow between them. They also agree that
2 Bright House may physically “get to” Verizon’s network either by building its
3 own facilities; by purchasing facilities from a third party; or by purchasing
4 facilities from Verizon. Issue #24 relates to this third option.

5 I should note at the outset that I have been informed that the parties have reached
6 a settlement regarding the charging that will apply to the specific current
7 configuration that Bright House uses to interconnect with Verizon. However, I
8 have also been informed that the settlement only applies as long as that specific
9 configuration “remains materially unchanged.” Obviously, Bright House may
10 well need or want to modify its interconnection arrangements with Verizon during
11 the term of the new ICA – for example, by establishing fiber meet points, as
12 discussed in connection with Issue #26, Issue #27, and Issue #28. It is therefore
13 important for the Commission to address the principles that govern the pricing of
14 interconnection facilities at this time.

15 **Q. PLEASE PROVIDE THE POLICY AND ECONOMIC CONTEXT IN**
16 **WHICH THIS DISPUTE ARISES.²⁹**

17 A. Certainly. As I noted above, the physical interconnection of competing networks
18 for the efficient exchange of traffic between them is an absolutely critical
19 foundation for competition in this industry to occur. When Congress established
20 the new competitive industry structure in the 1996 Act, therefore, it addressed

²⁹ This economic and policy context is relevant to a number of the issues in dispute between the parties, including, in whole or in part, Issue #20, Issue #24, Issue #26, Issue #27, Issue #28, Issue #32, Issue #33, Issue #36, Issue #37, Issue #38, and Issue #39.

1 both of these issues specifically. With regard to the physical linking of competing
2 networks, Congress specified both the kinds of interconnection that a competitor
3 would be entitled to use, and the prices that would apply to that interconnection;
4 the FCC followed up with regulations and rulings further clarifying these matters.

5 **Q. HOW DOES THE 1996 ACT DESCRIBE THE PHYSICAL**
6 **INTERCONNECTION ARRANGEMENTS THAT ARE AVAILABLE TO**
7 **COMPETING NETWORKS SUCH AS BRIGHT HOUSE?**

8 A. The 1996 Act states that an ILEC such as Verizon must provide:

9 For the facilities and equipment of any requesting
10 telecommunications carrier, interconnection with the [ILEC's]
11 network (A) for the transmission and routing of telephone
12 exchange service and exchange access; (B) at any technically
13 feasible point within the [ILEC's] network; (C) that is at least
14 equal in quality to that provided by the [ILEC] to itself or to any
15 subsidiary, affiliate, or any other party to which the carrier
16 provides interconnection; (D) on rates, terms and conditions that
17 are just, reasonable, and nondiscriminatory, in accordance with the
18 terms and conditions of the agreement and the requirements of this
19 section and section 252.

20 47 U.S.C. § 251(c)(2). I would note that the FCC has defined "interconnection"
21 for these purposes to be the physical arrangements for linking two networks
22 together. While the purpose of interconnection is obviously to exchange traffic,
23 as the language above indicates, the pricing and related rules for traffic exchange
24 itself – as opposed to the network facilities used to establish interconnection – is
25 governed by Section 251(b)(5) of the Act, not Section 251(c)(2).³⁰

³⁰ The parties' disagreements with respect to payments for traffic they exchange are addressed below, principally in my discussion of Issue # 28.

1 **Q. WHAT RULES GOVERN THE PRICING OF AND/OR CHARGES FOR**
2 **NETWORK INTERCONNECTION ARRANGEMENTS?**

3 A. After decades of experience with setting rates under the generic “just and
4 reasonable” standard that applies to tariffs, Congress concluded that the
5 traditional ratemaking rules used to set tariffed rates should not apply to
6 competitive interconnection arrangements under the 1996 Act. Those traditional
7 ratemaking rules typically look at the historical or embedded costs that a carrier
8 incurred in the past to set up its network and that are reflected on the carrier’s
9 accounting records. Those historical costs are then augmented by a reasonable
10 rate of return on investment to produce a traditional “just and reasonable” rate.
11 Congress concluded that to encourage efficiency in carrier-to-carrier
12 interconnection arrangements between competing networks, a very different
13 standard was required. It embodied this new standard in Section 252(d)(1) of the
14 1996 Act, stating that:

15 The just and reasonable rate for the interconnection of facilities
16 and equipment for purposes of subsection (c)(2) of section 251 ...
17 (A) shall be – (i) based on the cost (***determined without reference***
18 ***to a rate-of-return or other rate-based proceeding***) of providing
19 the interconnection ..., and (ii) nondiscriminatory and (B) may
20 include a reasonable profit.

21 47 U.S.C. § 252(d)(1) (emphasis added). The emphasized language makes clear
22 that while the “cost” of providing network interconnection arrangements is
23 relevant, the traditional cost standard based on historical rate-base, rate-of-return
24 regulation may not be used.

1 **Q. WHAT ARE THE KEY POLICY AND ECONOMIC PRINCIPLES**
2 **EMBODIED IN THESE RULES?**

3 A. From a policy and economic perspective, there are several key features of the
4 1996 Act's rules governing network interconnection. First, interconnection must
5 be provided at "any technically feasible point." That means that the ILEC cannot
6 dictate to the CLEC where interconnection must occur. While technically
7 feasible points obviously include the ILEC's actual switches, it is completely
8 feasible to interconnect at other ILEC equipment as well, including fiber optic
9 terminals, multiplexing equipment, DACCS (Digital Access and Cross-Connect
10 Systems) equipment, via splicing together optical fiber (as in a fiber meet), etc.

11 Second, the 1996 Act obliges the ILEC to provide to the CLEC interconnection
12 that is equal in quality to any interconnection that the ILEC provides to any other
13 party – itself, its subsidiaries, any other affiliates, and "any other party" with
14 which the ILEC physically interconnects. The obvious purpose of this
15 requirement is to ensure that ILECs cannot, in effect, disadvantage CLECs by
16 forcing them to use obsolete or inferior physical interconnection arrangements
17 while the ILEC itself uses more modern arrangements, or supplies more modern
18 arrangements to other carriers or to large customers. As a matter of policy, this is
19 a critical requirement, because the standard of what constitutes "equal quality"
20 interconnection will automatically improve and advance as the ILEC improves

1 and advances the technology it uses to interconnect different parts of its own
2 network, or that it uses to connect to other carriers or large customers.³¹

3 Third, by expressly forbidding reliance on the traditional ratemaking methodology
4 used to set tariffed rates, Congress was insisting that the prices that a CLEC can
5 be charged in connection with establishing interconnection arrangements not
6 become some sort of “profit center” or “line of business” for the ILEC. By
7 banning reliance on the historical, rate-base, rate-of-return approach for setting
8 prices for interconnection facilities and arrangements, Congress wanted to ensure
9 that CLECs only pay the costs that would be incurred for the arrangements by an
10 efficient ILEC, using the most modern technology currently available. While an
11 ILEC and a CLEC can certainly agree that a tariffed rate might be acceptable for
12 some facilities in some situations, an ILEC cannot require the use of traditional
13 tariffed rates, for the simple reason that such rates are not set under, and do not
14 reflect, the pricing rule that Congress laid out.

15 **Q. HOW DID THE FCC INTERPRET AND APPLY THIS NEW PRICING**
16 **STANDARD?**

17 A. The FCC concluded that the prices for interconnection arrangements must be
18 priced according to a cost standard called “TELRIC,” which stands for “total
19 element long run incremental cost.” Although the details of the TELRIC

³¹ I refer to connections with “customers” because the statute refers to “interconnection” with “any other party.” Large, sophisticated business customers that operate private networks have traditionally been in the vanguard of adopting new and more efficient network technology. By referring to “any other party” rather than, for example, “any other *carrier*,” it is clear that Congress wanted to embrace interconnection arrangements provided to customers with private networks within the scope of the “equal in quality” rule.

1 methodology are complicated, at a high level, the standard asks the question,
2 “How would an efficient ILEC, using the most efficient available technology,
3 provide the interconnection arrangement requested by the CLEC, and how much
4 would it cost for an efficient ILEC to do so?”³² Specifically, in the section of its
5 rules regarding TELRIC pricing (which the FCC specifically states applies to
6 “interconnection,” *see* 47 C.F.R. § 51.501(a), (b)), the FCC states:

7 *Efficient network configuration.* The total element long-run
8 incremental cost of an element [or interconnection arrangement]
9 should be measured based on the use of the most efficient
10 telecommunications technology currently available and the lowest
11 cost network configuration, given the existing location of the
12 [ILEC’s] wire centers.

13 47 C.F.R. § 51.505(b)(1). I should note, in case there is any concern about the
14 point, that the FCC specifically states that when it uses the term “element” in its
15 discussion of the TELRIC standard, that includes interconnection arrangements:

16 As used in this subpart, the term “element” includes network
17 elements, *interconnection, and methods of obtaining*
18 *interconnection* and access to unbundled elements.

19 47 C.F.R. § 51.501(b) (emphasis added). So, while a great deal of discussion has
20 arisen over the years regarding the application of the TELRIC standard to
21 unbundled network elements, or UNEs, the FCC has been very clear from the
22 beginning that the same efficient, forward-looking pricing methodology applies to

³² The FCC’s TELRIC definitions and guidelines are found in the *Local Competition Order* at paragraphs 674-703, and in Sections 51.501-51.513 of the FCC’s rules. As discussed in the text following this note, while those rules generally refer to pricing “elements” of the ILEC’s network, the exact same economic pricing principles apply to arrangements for interconnection of networks.

1 interconnection arrangements under Section 251(c)(2) as well as to UNEs under
2 Section 251(c)(3).³³

3 So, the answer to the question above – “What costs would be incurred by an
4 *efficient* ILEC using ‘the most efficient telecommunications technology currently
5 available’?” – determines what Verizon may charge Bright House for whatever
6 technically feasible interconnection arrangement Bright House requests from
7 Verizon.

8 **Q. CAN YOU SUMMARIZE THE FCC’S RULES ON HOW A TELRIC**
9 **RATE IS TO BE DEVELOPED?**

10 A. Yes. The pricing rules are designed to “produce rates for monopoly elements and
11 services that approximate what the incumbent LEC would be able to charge if
12 there were a competitive market for such services.”³⁴ The economic principles
13 identified and embodied within the TELRIC standard are summarized below. I
14 have included the relevant paragraphs from the *Local Competition Order*
15 supporting the concept:

16 Principle # 1: The firm should be assumed to operate in the long run. (¶ 677
17 and 692)

³³ In this regard, I would note that there are a number of considerations regarding the availability of UNEs that do not arise in the context of establishing interconnection between networks. For example, before a UNE is made available, it must be established that failure to provide it would “impair the ability of the [CLEC] ... to provide the services it seeks to offer.” 47 U.S.C. § 251(d)(2)(B). Similarly, if a UNE is deemed “proprietary” to the ILEC, the CLEC is only entitled to it if such access is “necessary.” 47 U.S.C. § 251(d)(2)(A). These limitations have proven quite controversial over the years, leading to a great deal of litigation before the FCC and in court, with the FCC modifying its position in various ways over time. But none of that controversy has any application to the issue of efficient network interconnection under Section 251(c)(2), because interconnection for the purpose of traffic exchange is not a UNE.

³⁴ *Local Competition Order* at ¶ 738.

1 Principle # 2: The relevant increment of output should be total company
2 demand for the unbundled network element in question. (§ 690)

3 Principle # 3: Technology choices should reflect least-cost, most efficient
4 technologies. (§ 685 and 690)

5 Principle # 4: Costs should be forward-looking. (§ 679, 682 and 692)

6 Principle # 5: Cost identification should follow cost causation. (§ 622 and 691)

7 In summary, the use of TELRIC costing principles ensures that rates reflect a
8 measure of the costs that would be incurred by an efficient supplier of a particular
9 network element.

10 **Q. DOESN'T THIS PRICING STANDARD CREATE THE POSSIBILITY**
11 **THAT THE ILEC WILL "LOSE MONEY" ON THE**
12 **INTERCONNECTION ARRANGEMENTS IT PROVIDES TO CLECS?**

13 A. I suppose it does, if you start from the assumption that the ILEC is entitled to
14 recover its historical, accounting-based costs for inefficient interconnection
15 arrangements that it provides to CLECs. But that assumption is exactly what
16 Congress, in the 1996 Act, explicitly rejected. The better way to look at the
17 question is to say that the ILEC cannot choose to maintain an outmoded and
18 inefficient network, and then impose the costs of that inefficiency on the CLEC.
19 Section 251(c)(2)(C) of the statute requires that the ILEC actually physically
20 provide the CLEC with any type of interconnection it provides to anyone else, so
21 that the CLEC will be able to physically obtain the most efficient kind of
22 interconnection the ILEC actually makes available to anyone. But if the ILEC
23 really is a laggard technically, and only has inefficient interconnection
24 arrangements available, the ILEC can only charge the CLEC the costs that the

1 ILEC *would* have incurred, had it used the most efficient currently available
2 technology. This forces the ILEC to bear the costs of its own inefficiencies and
3 thereby indirectly creates an incentive for the ILEC to become efficient.

4 Finally in this regard, while I am not a lawyer, I would note that ILECs
5 challenged the constitutionality and legality of the FCC's TELRIC standard, and
6 the United States Supreme Court rejected that challenge and upheld the FCC.³⁵

7 **Q. ARE THERE ANY OTHER GENERAL FACTORS FOR THE**
8 **COMMISSION TO CONSIDER IN CONNECTION WITH THIS ISSUE?**

9 A. Yes. Specifically, the parties may have a disagreement about what parts of a
10 network interconnection arrangement are covered by what rates elements. This
11 disagreement may also impact what facilities are subject to a separate charge.

12 **Q. PLEASE EXPLAIN.**

13 A. I mentioned above that while interconnection under Section 251(c)(2) of the 1996
14 Act relates to the exchange of traffic, the economic aspects of traffic exchange fall
15 under a separate statutory provision, Section 251(b)(5). That statutory provision
16 calls for interconnected LECs to "establish reciprocal compensation arrangements
17 for the *transport and termination* of telecommunications." (Emphasis added.) As
18 described below, the parties have agreed that they will pay each other a simple
19 per-minute rate of \$0.0007 to cover the "transport and termination" of traffic they
20 send each other. Therefore, to the extent that an activity or arrangement is

³⁵ See *Verizon Communications v. FCC*, 535 U.S. 467 (2002).

embraced by the “transport and termination” functions addressed by Section 251(b)(5), any separate charge for that activity or function over and above the agreed-to \$0.0007/minute rate would be, in effect, double-charging.

Q. HOW DOES THE FCC DEFINE “TRANSPORT” AND “TERMINATION”?

A. The FCC has specifically addressed this question in Section 51.701 of its rules. Section 51.701(c) states that:

[T]ransport is the transmission and any necessary tandem switching of telecommunications traffic subject to Section 251(b)(5) of the Act *from the interconnection point between the two carriers* to the terminating carrier’s end office switch that directly serves the calling party, or equivalent facility provided by a carrier other than an [ILEC].

47 C.F.R. § 51.701(c) (emphasis added). The emphasized language is highly significant, because it makes clear that the “transport” function begins at the instant that traffic is physically handed off from the CLEC to the ILEC (or vice versa). Once a call leaves the CLEC’s network facilities on its way to the ILEC customer being called, the transport function has begun. That function is covered by the agreed \$0,0007/minute rate. Adding any extra charges for activities or facilities on Verizon’s side of that hand-off point under the guise of charging for “interconnection facilities” or “interconnection arrangements” would be inappropriate.

Q. WITH THAT BACKGROUND, PLEASE DESCRIBE THE SITUATION IN WHICH BRIGHT HOUSE WOULD PURCHASE OR LEASE FACILITIES

1 **FROM VERIZON TO CONNECT ITS NETWORK TO VERIZON'S**
2 **NETWORK.**

3 A. If Verizon provides the facilities to connect the two networks, that facility is
4 typically called an “entrance facility.” In its original ruling regarding
5 interconnection under the Act,³⁶ the FCC addressed the question of rates
6 applicable to entrance facilities (“transmission facilities that are dedicated to the
7 transmission of traffic *between* two networks” (emphasis added)), and ruled that
8 the cost should be apportioned in accordance with relative use of the facility.
9 Further, the FCC held that when purchased as a UNE, entrance facilities were to
10 be priced based on the TELRIC standard discussed above. Also as discussed
11 above, the FCC held that facilities provided in support of interconnection of
12 networks and traffic exchange should also be priced using the TELRIC standard
13 (which makes sense because the same statute – Section 252(d)(1) – establishes the
14 general rule for both.)³⁷

15 **Q. IS AN ENTRANCE FACILITY A UNE?**

16 A. The FCC originally treated entrance facilities as UNEs, but based on a new
17 analysis of whether competitors would be “impaired,” in its *Triennial Review*

³⁶ See *Local Competition Order* at ¶ 1062.

³⁷ The FCC has stated that TELRIC pricing applies to facilities used for interconnection, UNEs, and for the transport and termination of traffic, in the *Local Competition Order* at ¶¶ 672-690 and ¶ 1027. See also 47 C.F.R. §§ 51.501 – 51.513, 51.705(a).

1 *Remand Order*, the FCC held that entrance facilities were no longer to be
2 provided as UNEs.³⁸

3 **Q. IF ENTRANCE FACILITIES ARE NOT UNES, HOW ARE THEY**
4 **PRICED?**

5 A. Following that ruling, the pricing of entrance facilities depends on how they are
6 used. The *TRRO* stated, “We note in addition that our finding of non-impairment
7 with respect to entrance facilities [which means that entrance facilities are not
8 UNEs] does not alter the right of competitive LECs to obtain interconnection
9 facilities pursuant to section 251(c)(2) for the transmission and routing of
10 telephone exchange service and exchange access service. Thus, competitive
11 LECs will have access to these facilities at cost-based rates to the extent that they
12 require them to interconnect with the incumbent LEC’s network.”³⁹

13 **Q. ARE “COST-BASED” RATES TELRIC RATES?**

14 A. Yes. As discussed above, the FCC’s costing standard for interconnection is
15 TELRIC. Although much of the controversy surrounding TELRIC arose in
16 connection with UNE pricing, the TELRIC standard – which, as noted above, was
17 upheld by the Supreme Court – is the “cost-based pricing methodology” for
18 “interconnection and unbundled element rates.”⁴⁰

19 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE #24?**

³⁸ See **FCC Order on Remand** in WC Docket No. 04-313, CC Docket No. 01-338, Released February 4, 2004 at ¶ 137. (“*TRRO*”)

³⁹ See, *TRRO* at ¶ 140.

⁴⁰ See, *Local Competition Order* at ¶300.

1 A. Because an “entrance facility” used to facilitate interconnection and traffic
2 exchange, rather than access to UNEs, is considered an interconnection
3 arrangement, it should be priced at TELRIC rates, rather than tariffed rates. That
4 said, this specific issue has been litigated in various courts of appeals, so I am
5 sure that the parties will address in their briefs and other filings.

6 **Q. LEGALITIES ASIDE, WHAT IS THE UNDERLYING CONTROVERSY**
7 **HERE?**

8 A. The dispute arises because the FCC has different rules for how entrance facilities
9 should be priced, depending on what the CLEC is going to use them for. Suppose
10 that at CLEC does not have its own network to reach its own customers. In that
11 case the CLEC may well use the ILEC’s loops – connections to individual
12 customers – as UNEs. To physically connect to those unbundled loops, the CLEC
13 will typically establish a collocation arrangement in the building containing an
14 ILEC switch, on which the loops from individual customers converge. In such a
15 situation, the ILEC will cross-connect the unbundled loops – which had been
16 connected to the ILEC’s own switch – over to the CLEC’s collocated equipment.
17 In this type of arrangement, the CLEC will need to connect from its network into
18 the collocation arrangement, in order to connect the unbundled loops to its own
19 switch (located in a different building).

20 Generally speaking, a CLEC can get from its network to the collocation
21 arrangement in the same three ways noted above: it can build its own facilities; it

1 can buy facilities from a third party; or it can buy an entrance facility from the
2 ILEC.

3 The FCC has ruled that if a CLEC uses ILEC entrance facilities *for the purpose*
4 *of connecting to unbundled network elements such as loops*, then the ILEC may
5 charge the CLEC the ILEC's tariffed rate for entrance facilities.

6 On the other hand, suppose that (like Bright House) a CLEC does not use
7 unbundled loops or other UNEs, and that the reason it has established a
8 collocation arrangement is to facilitate connecting its network to the ILEC's
9 network for the exchange of traffic – not access to UNEs. The FCC ruled that if a
10 CLEC uses ILEC entrance facilities *for the purpose of network interconnection*
11 *and traffic exchange*, then the entrance facilities are to be priced at the lower
12 TELRIC-based rate.

13 The court decisions alluded to above have affirmed this distinction and required
14 the use of TELRIC-based pricing for entrance facilities used for purposes of
15 interconnection.

16 Because Bright House does not use UNE loops, but does have collocation
17 arrangements in order to facilitate traffic exchange, Bright House wants to ensure
18 that its interconnection agreement with Verizon reflects the appropriate, lower
19 rate for any entrance facilities it obtains for that purpose.

20 **Q. WHAT SHOULD THE COMMISSION DECIDE WITH RESPECT TO**
21 **ISSUE #24?**

1 A. For the reasons discussed above, and as Bright House's lawyers will explain
2 further, the Commission should adopt Bright House's language and require
3 Verizon to provide entrance facilities in support of interconnection and traffic
4 exchange at TELRIC, rather than tariffed rates.

5 ***Issues 26, 27 and 28***

6
7 **Issue #26: May Bright House require Verizon to interconnect using a**
8 **fiber meet arrangement?**

9 **Issue #27: How far, if at all, should Verizon be required to build out its**
10 **network to accommodate a fiber meet?**

11 **Issue #28: What types of traffic may be exchanged over a fiber meet, and**
12 **what terms should govern the exchange of that traffic?**

13 **Q. WHAT IS THE NATURE OF THE DISPUTE UNDERLYING ISSUES 26,**
14 **27, AND 28?**

15 A. Each of these issues relate to a method of interconnection for traffic exchange
16 known as a "fiber meet." Although it appears that the parties generally agree that
17 a fiber meet is an appropriate means of interconnection – which is logical,
18 because the FCC recognized that fiber meets were such a means in its very first
19 decision under the Act – they disagree as to some of the particulars of how such
20 arrangements may be established.

21 **Q. WHAT IS A "FIBER MEET" ARRANGEMENT?**

22 A. A fiber meet arrangement is a means of network interconnection in which the two
23 networks each build out optical fiber facilities to an agreed-upon point, and then
24 splice the two fibers together, creating an integrated link, provided jointly by the

1 two of them, for exchanging traffic between two networks. The agreed-on point
2 may be on a particular pole where both parties have (or build) fiber, or it may be
3 in a manhole or conduit outside a building that houses one of the parties' switches
4 – or any other location on which they might agree. Each party is responsible for
5 its own costs on its side of the agreed meet point.

6 The FCC's rules make this very clear, defining both the term "meet point" and
7 "meet point interconnection arrangement," as follows:

8 *Meet point.* A *meet point* is a point of interconnection between two
9 networks, designated by two telecommunications carriers, at which
10 one carrier's responsibility for service begins and the other
11 carrier's responsibility ends.

12 *Meet point interconnection arrangement.* A *meet point*
13 *interconnection arrangement* is an arrangement by which each
14 telecommunications carrier builds and maintains its network to a
15 meet point.⁴¹

16 Each party is responsible for building and maintaining its own network out to the
17 meet point, and a carrier sending traffic over a meet point is responsible for that
18 traffic up to the meet point, but not beyond it.

19 In practical, physical terms, these definitions mean that, in addition to each
20 party's share of the optical fiber itself, each party will also provide, at its own
21 expense, a device known generally as a "fiber optic terminal." This device sends
22 traffic outbound on the fiber, which is received the by other party's fiber optic
23 terminal at the other end. This same device also receives traffic coming in on the
24 fiber from the other party. Depending on each party's particular network

⁴¹ 47 C.F.R. § 51.5 (italics in original).

1 equipment, it may be possible to directly connect a party's switch to the "back
2 end" of the fiber optic terminal. Or, it may be that a party needs to interpose other
3 equipment, such as multiplexers or demultiplexers, between that party's switch
4 and its fiber optic terminal. But whatever particular equipment is needed, each
5 party bears its own costs in setting up the fiber meet arrangement.

6 **Q. WHAT ARE THE ADVANTAGES OF INTERCONNECTING VIA A**
7 **FIBER MEET ARRANGEMENT?**

8 A. A fiber meet arrangement is a very efficient way to link together two networks
9 that exchange a significant amount of traffic. This is because the capacity of
10 optical fiber to carry traffic is truly immense. As the amount of traffic grows,
11 therefore, it is typically not necessary to deploy any additional physical *facilities*
12 – at least not outside plant (like fiber on poles or in conduit) – to carry the
13 additional traffic. In addition, as an administrative matter, a fiber meet
14 arrangement is extremely simple. The physical point at which the two parties'
15 fiber is spliced together creates a clear and unambiguous line of demarcation
16 between the two networks, with both operational and financial responsibility lying
17 with each party on its respective side of the splice point.⁴²

18 **Q. WHERE DO THE PARTIES DISAGREE WITH RESPECT TO**
19 **ESTABLISHING FIBER MEET POINTS?**

⁴² Of course the two parties may install a fiber facility together in which case there would be no splice.

1 A. There are three main points of disagreement. First is a subtle but important
2 distinction in how the right to establish a fiber meet point is described in Section
3 3.1.1 of the Interconnection Attachment. In Verizon's version of the language,
4 while either party may "request" a fiber meet arrangement, the parties have no
5 obligation to actually establish one unless they agree on all the relevant technical
6 details.

7 **Q. WHY IS THIS A CONCERN TO BRIGHT HOUSE?**

8 A. Bright House is very concerned that Verizon could use this language to avoid
9 establishing a fiber meet arrangement, through the simple device of refusing to
10 reach such an agreement. To correct this problem Bright House has proposed
11 language that makes clear that a fiber meet arrangement "shall be established" at
12 Bright House's request. The language still requires the parties to agree on the
13 relevant technical details, but Bright House has added two important provisos: (a)
14 Agreement on such matters "may not be unreasonably conditioned, withheld,
15 denied or delayed;" and (b) If the parties cannot reach agreement, the dispute shall
16 be subject to the contract's normal dispute resolution process, which provides a
17 procedure to bring any truly irreconcilable disputes back to the Commission for
18 determination.

19 **Q. WHY ARE THESE MODIFICATIONS TO VERIZON'S LANGUAGE**
20 **IMPORTANT?**

21 A. As noted above, Verizon's language leaves the entire issue of whether a fiber
22 meet shall be established in the first place up in the air, contingent on sorting out

1 every technical detail. This is a recipe for disputes and delays. Bright House's
2 language, in contrast, clearly and unambiguously establishes that a fiber meet
3 arrangement shall be established, and makes clear that there is a mechanism for
4 resolving any disputes over technical details that might arise. Bright House's
5 language is clearly superior and the Commission should adopt it.

6 **Q. WHAT IS THE SECOND AREA OF DISAGREEMENT REGARDING**
7 **THE ESTABLISHMENT OF FIBER MEET POINTS?**

8 A. The second area of disagreement relates to Verizon placing arbitrary limits on the
9 physical configuration of the meet points. Verizon proposed two such limitations.
10 First, the actual physical meet point – where the fiber is spliced – could not be
11 more than three (3) miles from a Verizon central office. Second, Verizon would
12 not ever be required to build more than 500 feet of fiber cabling to reach an
13 agreed meet point. Verizon embodied these restrictions in Section 3.1.2 of the
14 Interconnection Attachment, and repeated the 3-mile limitation in a specific
15 addendum to the contract setting out the form the parties would fill out to
16 establish a fiber meet.

17 **Q. WHY ARE THESE CONDITIONS UNREASONABLE?**

18 A. There is no reason to say that the actual fiber splice must be within three miles of
19 a Verizon central office. It is true that the fiber optic terminal that Verizon would
20 deploy to receive signals from Bright House and send signals to Bright House will
21 almost certainly be in a Verizon central office, but the laser signals on optical
22 fiber can travel at least dozens of miles, and in some cases much more, without

1 the need for any regeneration or repeating equipment. As a result, there is no
2 technical reason to say that the splice between the two parties' respective fiber
3 must occur within any particular distance from a central office. Now, the parties
4 have not yet tried to establish a fiber meet, so it may well be that the parties could
5 agree on a location for a fiber meet that falls within the three-mile limit. And,
6 certainly, if there is some technical reason of which Bright House is unaware (and
7 that Verizon has never articulated) that would make the three-mile limit sensible
8 in some particular case, Bright House would abide by it in that case. But as a
9 general proposition, the three mile limit is totally arbitrary, and completely
10 unrelated to any of the technical characteristics of exchanging traffic by means of
11 optical fiber.⁴³ The Commission should reject this limitation.

12 Second, Verizon states that it should never be required to place more than 500
13 feet of new fiber to make a fiber meet work. On some level there is no specific
14 "right" answer to this issue. At one extreme, Bright House agrees that Verizon
15 should not be called on to construct 10 miles of new fiber in order to establish a
16 fiber meet point across the street from Bright House's switch. But by the same
17 token, Bright House should not be called on to construct 10 miles of new fiber in
18 order to establish a fiber meet point across the street from Verizon's switch. As
19 the FCC described the situation:

⁴³ Verizon, at least in the press, touts its technical prowess regarding optical fiber and high capacity interfaces. Verizon just this year used 100-Gbps interfaces to transmit data over a 1,520 kilometer optically amplified stretch of network in Texas. (See, "Cisco Clarifies 100-Gig AT&T Backbone Claim – AT&T Test of Vendor's CRS-3 Follows Verizon Deployment and Comcast Trials"; March 9, 2010). Obviously Verizon has the technical capability to interconnect with high capacity fiber facilities.

1 In a meet point arrangement each party pays its portion of the costs
2 to build out the facilities to the meet point. We believe that,
3 although the Commission has authority to require incumbent LECs
4 to provide meet point arrangements upon request, such an
5 arrangement only makes sense for interconnection pursuant to
6 section 251(c)(2) New entrants will request interconnection
7 pursuant to section 251(c)(2) for the purpose of exchanging traffic
8 with incumbent LECs. In this situation, *the incumbent and the*
9 *new entrant are co-carriers and each gains value from the*
10 *interconnection arrangement. Under these circumstances, it is*
11 *reasonable to require each party to bear a reasonable portion of*
12 *the economic costs of the arrangement.* ... Regarding the
13 distance from an incumbent LEC's premises that an incumbent
14 should be required to build out facilities for meet point
15 arrangements, we believe that the parties and state commissions
16 are in a better position than the Commission to determine the
17 appropriate distance that would constitute the required reasonable
18 accommodation of interconnection.⁴⁴

19 Given the FCC's explicit recognition that the ILEC will benefit from the meet
20 point arrangement along with the CLEC, and its express conclusion that "it is
21 reasonable to require *each party* to bear a reasonable portion of the economic
22 costs of the arrangement," Bright House could argue that no advance limit on how
23 much fiber Verizon might have to build would be appropriate. Instead, it would
24 have been appropriate for Bright House to propose that how much fiber it is
25 "reasonable" to require Verizon to construct to establish a meet point arrangement
26 should be determined in each individual case. Instead, in order to accommodate
27 Verizon's concern that it could be required to build an excessive amount of fiber,
28 Bright house has proposed a limit of about half a mile – 2,500 feet. Given the
29 FCC's analysis of meet point arrangements quoted above, Bright House is being
30 more than reasonable on this aspect of the issue, and the Commission should
31 adopt Bright House's proposed language.

⁴⁴ See, *Local Competition Order* at ¶ 553. (emphasis added)

1 **Q. WHAT IS THE THIRD AREA OF DISAGREEMENT BETWEEN THE**
2 **PARTIES, ON THE ISSUE OF MEET POINTS?**

3 A. In section 3.1.3 of the Interconnection Attachment, Verizon proposes a variety of
4 pointless and oppressive restrictions on the types of traffic that may be exchanged
5 using a fiber meet point. From a technical and economic perspective, these kinds
6 of restrictions are senseless. The key advantage of fiber optic transmission is the
7 vast capacity of optical fiber to carry traffic. Once a fiber meet point is
8 established, the appropriate and efficient thing to do is to use it to carry as much
9 traffic as it efficiently can. Restricting the types of traffic that can be sent over a
10 meet point facility is like building a new 12-lane superhighway and then
11 randomly declaring that only Fords, Hondas, and VWs are allowed to drive on it.
12 In light of this, Bright House has proposed to entirely eliminate Verizon's "type
13 of traffic" restrictions and instead permit the meet point to be used for any type of
14 traffic that the parties may lawfully exchange.

15 **Q. WHAT ARE VERIZON'S OBLIGATIONS WITH REGARD TO THE**
16 **EXCHANGE OF TRAFFIC?**

17 A. Verizon's interconnection obligations under Section 251(c)(2) of the Act include
18 "telephone exchange service" traffic – which is, broadly speaking, local traffic
19 (i.e., traffic to which no toll charge applies), and also to "exchange access" traffic
20 (i.e., traffic for which an end user has been charged a toll charge, and for which
21 access charges are therefore appropriate). Moreover, while there has sometimes
22 been controversy over where VoIP-originated traffic fits into the traditional ways

1 of categorizing calls, Verizon and Bright House have agreed that VoIP traffic will
2 be treated like any other traffic for purposes of interconnection (see agreed
3 language in Section 8.6 of the Interconnection attachment). And, the FCC itself
4 has said that it is unreasonable to require a CLEC to parse its traffic into different
5 categories, to be carried on different facilities, precisely because requiring
6 separate facilities for different types of traffic would be “contrary to the pro-
7 competitive spirit of the 1996 Act. By rejecting this outcome we provide
8 competitors the opportunity to compete effectively with the incumbent by offering
9 a full range of services to end users without having to provide some services
10 inefficiently through distinct facilities or agreements.”⁴⁵ There is simply no basis
11 for Verizon’s elaborate listing of what types of traffic would be “allowed” or
12 “disallowed” on a fiber meet point.

13 Finally, there is no need for any special rules regarding compensation for traffic
14 sent via a fiber meet point. To the contrary, the normal rules for each type of
15 traffic would logically apply to traffic exchanged at the meet point. In this regard,
16 it bears emphasis that the FCC has defined the “transport” function, in connection
17 with the exchange of non-access traffic, as the delivery of the traffic from the
18 point of physical interconnection with the other carrier, all the way to the
19 receiving carrier’s end office switch that will route the call to the specific
20 intended recipient.⁴⁶ In a meet point arrangement, the physical interconnection

⁴⁵ *Id.* at ¶ 995.

⁴⁶ *See* 47 C.F.R. § 51.701(c).

1 point is the point at which the fibers are spliced together or where ownership
2 changes.

3 As a result of these considerations, the Commission should reject Verizon's
4 language regarding types of traffic to be exchanged via fiber meet points the
5 parties may establish.

6 ***Issue 25***

7
8
9 **Issue #25: Should the ICA require the parties to exchange traffic in IP**
10 **format?**

11
12 **Q. WHAT IS THE STATUS OF ISSUE #25?**

13 A. I have been informed that the parties have reached a settlement regarding Issue
14 #25 under which Bright House is withdrawing its proposed language regarding IP
15 interconnection in this proceeding. I will therefore not discuss this issue in my
16 direct testimony.

17 ***Issue 37***

18
19 **Issue #37: How should the types of traffic (e.g. local, ISP, access) that are**
20 **exchanged be defined and what rates should apply?**

21 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #37?**

22 A. It appears that the parties basically agree on how to define and classify most of
23 the different types of traffic, with a few exceptions – some subtle, some not – that
24 could potentially have very important consequences for intercarrier compensation
25 payments between the parties under their new agreement. I discuss these

1 classification issues below. Moreover, as described below, although I have a
2 variety of concerns with Verizon's proposed definitions, the most important one
3 relates to the terms that control when Verizon and Bright House will have to pay
4 each other access charges, as opposed to reciprocal compensation charges, with
5 respect to traffic they send to each other.

6 **Q. PLEASE DEFINE SWITCHED ACCESS CHARGES.**

7
8 A. Access charges are the rates paid by interexchange carriers ("IXCs") to the local
9 exchange carriers ("LECs") to either originate and/or terminate toll calls. Since
10 the IXCs generally do not own the local facilities, they pay the LECs who do own
11 the local facilities for the access to the local networks.

12 **Q. WHAT IS RECIPROCAL COMPENSATION?**

13 A. Reciprocal compensation is what LECs pay one another for the transport and
14 termination of traffic pursuant to Section 251(b)(5) of the Act.

15 **Q. AS A MATTER OF CONTEXT, PLEASE BRIEFLY DESCRIBE THE**
16 **DIFFERENCE BETWEEN ACCESS CHARGES AND RECIPROCAL**
17 **COMPENSATION FOR PURPOSES OF THIS DISPUTE.**

18 A. As noted above, IXCs pay access charges to the LECs at the beginning and end of
19 a long distance call. In this prototypical arrangement, the IXC collects a toll
20 charge from the calling party, but pays access charges to both the originating and
21 terminating LECs who were involved in handling the call.

22 On the other hand, reciprocal compensation (generally a much lower rate than
23 access charges) applies when two interconnected local carriers collaborate to

1 complete a local call. In this scenario, the calling party is served by one local
2 carrier, and calls someone – perhaps just across the street – served by another
3 local carrier. The local carrier originating the call hands it off directly to the local
4 carrier terminating the call, and pays the terminating carrier a reciprocal
5 compensation rate for its work in delivering the call. As noted above, that work
6 generally entails transport and termination of the call on behalf of the other LEC.

7 **Q. HOW DID THESE TWO DIFFERENT CHARGING REGIMES**
8 **DEVELOP?**

9 A. The history of access charges and reciprocal compensation (like much of the
10 history of the telecommunications industry) is very complicated, and I will not go
11 into all the details here. At a high level, though, before the break-up of the old
12 Bell System in 1984, the local Bell Companies established local calling areas
13 within which customers could make “free” calls without incurring a toll. Calls
14 outside those areas were handled by AT&T’s “Long Lines” division. AT&T
15 collected all the money for those long distance calls and, through accounting
16 arrangements within the old Bell System, shared some of that revenue with the
17 local companies that were involved in handling the calls to compensate them for
18 their work in doing so.

19 The break-up of the Bell System established the local Bell Companies as legally
20 distinct from AT&T’s long distance operations. Beginning at that time they
21 couldn’t use intra-company accounting to share long distance revenues. Instead,
22 the system of tariffed “access charges” was created. When a customer made a

1 long distance call, the call would be carried by the customer's local carrier to the
2 customer's preferred long distance carrier (also known as the customer's IXC);
3 transported to the destination city by the long distance carrier; and then delivered
4 to the called party by the called party's local carrier. The long distance carrier
5 would bill a toll charge to the calling party, but would pay access charges to the
6 local carriers who helped originate and terminate the call.

7 Local Access and Transport Areas, or "LATAs," were established at this same
8 time. LATAs were established to distinguish calls that the local Bell Companies
9 were allowed to carry – calls within a LATA – from pure "long distance calls"
10 that only interexchange carriers ("IXCs") could carry. Basically, once this system
11 was established, landline interLATA calls were carried by long distance carriers
12 who paid access charges to the LECs for originating and terminating such calls.⁴⁷
13 This basic arrangement has been in place for more than 25 years – although the
14 rates and rate structures have changed dramatically – and remains in place today.

15 The situation with intraLATA calls was a bit more complicated, for two reasons.
16 First, most LATAs were big enough that at least some calls that remained entirely
17 within a LATA might still be classified as a "long distance" call. For example, in

⁴⁷ The rare exceptions involve situations where a local community of interest existed, or developed, that crossed a LATA boundary. The federal court administering the break-up of the Bell System approved a number of so-called "LATA boundary waivers" to permit the local Bell Companies to provide "interLATA local" service in those situations. For completeness I would note that the situation is different with respect to wireless carriers, to whom LATA boundaries do not normally apply. Wireless service territories are much larger areas known as "Major Trading Areas," or MTAs. The FCC has held that calls to or from a wireless carrier that remain within an MTA are subject to "reciprocal compensation" charges, discussed below, while wireless calls that cross an MTA boundary are subject to access charges. See *Local Competition Order* at ¶ 1036; 47 C.F.R. §51.701(b)(2).

1 Florida, LATA 452 covers a portion of the northeastern part of the state. A call
2 from Jacksonville to Lake City would be entirely within LATA 452 – and thus be
3 an intraLATA call – but would also likely have been a toll call at that time. States
4 had to sort out on an individual basis whether to treat LATAs as the monopoly
5 “fiefdoms” of the divested local Bell Companies, or whether to permit
6 competition in the provision of intraLATA toll calls. For those states that allowed
7 intraLATA toll competition, when an independent long distance company
8 provided intraLATA toll service, access charges were applied.

9 At the time of divestiture and for some time thereafter, however, it was almost
10 universally thought that true “local” telephone service was a natural monopoly,
11 and that it would not be possible for there to be effective competition for local
12 service. That was one of the reasons that access charges included implicit
13 subsidies to provide for the continued profitable operations of the local compaies
14 and to ensure “universal service.” Of course, the entire premise of the 1996 Act is
15 that local competition *is* possible, and, as discussed above, the marketplace
16 success of firms like Bright House shows that this more modern view is, indeed,
17 correct.

18 **Q. PLEASE EXPLAIN HOW THE ACT CHANGED THE INDUSTRY WITH**
19 **RESPECT TO LOCAL COMPETITION AND INTERCARRIER**
20 **COMPENSATION.**

21 A. The Act sets out the basic parameters under which local competition will take
22 place. Congress recognized that once the ILEC and one or more CLECs were

1 providing service in the same area and competing for the same customers, they
2 would have to exchange traffic for competition to be viable – which is the source,
3 as a policy matter, of the duty to interconnect contained in Section 251(c)(2) of
4 the Act. Congress also recognized that the exchange of local traffic between two
5 LECs was different from the traditional long distance scenario involving an IXC.
6 So, Congress established a duty on all LECs – ILECs and CLECs alike – to enter
7 into “reciprocal compensation” arrangements.⁴⁸

8 **Q. YOU NOTED ABOVE THAT SOME INTRALATA TRAFFIC WAS**
9 **CONSIDERED LOCAL, BUT THAT OTHER INTRALATA TRAFFIC**
10 **WAS CONSIDERED “LONG DISTANCE” AND SUBJECT TO ACCESS**
11 **CHARGES. HOW DOES THAT AFFECT RECIPROCAL**
12 **COMPENSATION BETWEEN TWO LECs?**

13 A. The FCC considered this issue in the *Local Competition Order*, at ¶¶ 1033-1035.
14 Specifically, the FCC stated that the question of what traffic interconnected LECs
15 might exchange that would count as “local” – and thus be subject to reciprocal
16 compensation rather than access charges – would be left up to individual states to
17 determine on a case-by-case basis, in light of states’ “historical practice of
18 defining local service areas for wireline LECs. Traffic originating or terminating
19 outside of the applicable local area would be subject to interstate and intrastate
20 access charges.”⁴⁹ In other words, the FCC specifically empowered states to

⁴⁸ See, *Local Competition Order* at ¶1027.

⁴⁹ *Id.* at ¶ 1035.

1 determine which intraLATA traffic exchanged between LECs would be treated as
2 “local” versus “toll” for purposes of intercarrier compensation.

3 **Q. IS THIS ONE OF THE MATTERS IN DISPUTE BETWEEN BRIGHT**
4 **HOUSE AND VERIZON?**

5 A. Yes, it is. I describe that dispute below. However, before doing so, it is useful to
6 discuss the specific definitions of different types of traffic contained in the
7 agreement. This will provide contractual context for the “access charges versus
8 reciprocal compensation” question.

9 **Q. HOW WOULD BRIGHT HOUSE PROPOSE TO CLASSIFY TRAFFIC?**

10 A. Bright House would define the following types of traffic: Exchange Access
11 traffic; Internet traffic; Measured Internet traffic; Meet Point Billing traffic;
12 Reciprocal Compensation traffic; Telephone Exchange Service traffic; and Toll
13 traffic. I discuss these below. I note at the outset, however, that the parties agree
14 that the term “Telephone Exchange Service” will be as defined in the Act, so
15 there is no dispute about that term.

16 **Q. HOW WOULD BRIGHT HOUSE DEFINE “EXCHANGE ACCESS”**
17 **TRAFFIC?**

18 A. “Exchange Access” is defined in the 1996 Act. It refers to traffic that uses local
19 exchange facilities or services – in this case, Verizon’s or Bright House’s local

1 networks – for the origination or termination of Telephone Toll Service.⁵⁰
2 Verizon and Bright House agree that the basic definition of “Exchange Access”
3 for purposes of the agreement should be the same as the statutory definition. I
4 discuss the definition of “Telephone Toll Service” (also defined in the Act)
5 below. But the basic idea is that if a call is a toll call – that is, if one of the parties
6 is paying a separate toll charge over and above their basic local service charge for
7 the call – then originating and terminating that call constitutes Exchange Access
8 service. On the other hand, if a customer can make a call with no extra charge
9 beyond the basic fee for local service, then it is not a toll call, and originating and
10 terminating it is not Exchange Access service.

11 **Q. WHERE DO VERIZON AND BRIGHT HOUSE DISAGREE REGARDING**
12 **THE DEFINITION OF EXCHANGE ACCESS?**

13 A. As just noted, under the statutory definition, “Exchange Access” is any traffic
14 where the underlying call is a toll call. As described below, however, for
15 purposes of intercarrier compensation, it makes a difference *who* is actually
16 performing the long distance service and assessing the toll charge on the end user.
17 Specifically, it matters whether the toll charge is being assessed by one of the
18 parties to the ICA – Verizon or Bright House – or whether, instead, it is being
19 assessed by some third party toll carrier that is handling the call.

20 **Q. WHY DOES THAT DIFFERENCE MATTER?**

⁵⁰ See 47 U.S.C. § 153(16).

1 A. It matters because the entity that is supposed to pay access charges on the
2 "Exchange Access" traffic is the entity that is assessing the toll. So, for example,
3 if Verizon itself charges one of its customers a toll charge in connection with
4 making a call to a Bright House customer, then Bright House should charge
5 Verizon an access charge for terminating that toll call. On the other hand, if the
6 toll call is coming in from out of state and being carried by (say) AT&T, then
7 AT&T is required to pay the access charges. Because both types of calls fit the
8 definition of "Exchange Access" traffic, but the payment obligations are so
9 different, Bright House has proposed to clearly define the two different types of
10 traffic.

11 **Q. WHAT HAS BRIGHT HOUSE PROPOSED?**

12 A. Bright House has proposed to include the following language in the definition of
13 Exchange Access: "For purposes of this Agreement, 'Exchange Access' traffic
14 shall fall into one of two exhaustive and mutually exclusive categories: 'Toll
15 Traffic,' as defined herein, in which one of the Parties is the IXC; and 'Meet Point
16 Billing Traffic' as defined herein in which the Parties jointly provide exchange
17 access service to a third-party IXC."

18 In other words, Bright House proposes to include language that clearly delineates
19 Exchange Access traffic where Bright House or Verizon might owe each other
20 access charges ("Toll Traffic") from Exchange Access traffic where neither
21 Bright House nor Verizon owes each other, but, rather, they would both assess

1 access charges on a third-party interexchange carrier, or IXC (“Meet Point
2 Billing” traffic).

3 **Q. WHAT IS “MEET POINT BILLING” TRAFFIC?**

4 A. Meet point billing refers to a situation in which a third-party IXC uses *both* Bright
5 House and Verizon to connect to an end user being called. For example, suppose
6 that a long distance carrier like AT&T connects to Verizon’s tandem switch in
7 Tampa, but does not have any direct connections to Bright House. If an AT&T
8 long distance customer in (say) Chicago calls a Bright House customer in Tampa,
9 AT&T can get the call from Chicago to Tampa, but then still has to find a way to
10 get it to Bright House. In such a situation AT&T will hand the call off to Verizon
11 at Verizon’s tandem, and Verizon will route the call to Bright House. In that
12 arrangement, AT&T has received terminating exchange access service – that is,
13 the service of terminating its incoming toll call – jointly from Verizon (which
14 provided the tandem switching service, and delivered the call to Bright House),
15 and from Bright House as well (which ensured that the call got the rest of the way
16 to the actual called party).

17 There are two industry-standard documents, known as MECAB (Multiple
18 Exchange Carrier Access Billing) and MECOD (Multiple Exchange Carrier
19 Ordering Document) that explain how meet point billing is supposed to work.
20 The basic idea is simply that the two carriers involved in providing the access
21 service to the third party IXC will establish a “meet point” which serves as the
22 demarcation point between the services, network, and responsibility of the two

1 carriers. Each carrier will bill the third party IXC for the services it provides on
2 its side of that “meet point.” Neither carrier will bill each other anything in
3 connection with a meet point billing arrangement, because they are not providing
4 any services to each other; instead, they are jointly providing access services to
5 the third party IXC.⁵¹

6 **Q. WHAT IS THE PARTIES’ DISPUTE ABOUT THIS DEFINITION?**

7 A. Verizon’s proposed contract does not contain any definition of Meet Point Billing
8 traffic at all. As a result, there is significant ambiguity in its definitions of
9 “Exchange Access” and “Telephone Toll” traffic, because in a Meet Point Billing
10 situation, neither party should charge the other anything for handling the traffic,
11 whereas in the situation where a party’s own customer is making a toll call, it is
12 appropriate to impose access charges on the party that is acting as an IXC by
13 charging its customer a toll. So the separate identification of, and definition for,
14 Meet Point Billing traffic is very important as a practical matter.

15 That said, Verizon has never, to my knowledge, explained its objection to
16 including the distinction between Toll Traffic (where one of the parties would pay
17 access charges to the other one) and Meet Point Billing traffic (where the parties
18 would not charge each other, but would, instead, each charge the third-party IXC)
19 in the ICA. As noted, however, under long-established industry practice, Meet
20 Point Billing traffic is routed and billed differently from toll calls exchanged

⁵¹ Of course, one carrier may obtain facilities from the other (or from a third party) in order to augment or establish its own network on its side of the meet point. Bright House is not suggesting that one carrier can simultaneously rely on the other carrier for part of the first carrier’s own network and then not pay for that service.

1 directly between two interconnected local carriers. Clearly defining these two
2 different situations in the parties' agreement would clarify the two different
3 situations and eliminate the possibility of disputes about who should be paying
4 access charges.

5 **Q. WHAT SHOULD THE COMMISSION DO ON THIS POINT?**

6 A. The Commission should adopt Bright House's proposed definition of "Exchange
7 Access," including not only the reference to the term's definition in the Act, but
8 also the clear distinction between Toll Traffic, where one of the parties is
9 charging the end user a toll fee, and Meet Point Billing Traffic, where a third-
10 party IXC is involved. The Commission should also adopt Bright House's
11 proposed definition of "Meet Point Billing" traffic.

12 **Q. HOW DOES BRIGHT HOUSE PROPOSE TO DEFINE "TOLL**
13 **TRAFFIC"?**

14 A. Consistent with the discussion above, Bright House would define "Toll Traffic"
15 as follows:

16 Traffic that meets the definition set forth in the Act for the term
17 "Telephone Toll Service" and as to which one of the Parties is
18 providing the service to the affected End User(s) and imposing on
19 such End User(s) the separate charge referred to in that definition.
20 Toll Traffic may be either "IntraLATA Toll Traffic" or
21 "InterLATA Toll Traffic," depending on whether the originating
22 and terminating points are within the same LATA. For avoidance
23 of doubt, traffic that meets the definition set forth in the Act for the
24 term "Telephone Toll Service" but as to which a third party carrier
25 provides the service to the affected End User(s) and imposes on
26 such End User(s) the separate charge referred to in that definition

1 shall be treated as Meet Point Billing Traffic for purposes of this
2 Agreement.

3 So, as with Exchange Access traffic, Bright House would conform the definition
4 of Toll Traffic in the agreement to the definition of that term in the Act. Again,
5 however, Bright House would clearly distinguish between the situation in which
6 one of the parties – Bright House or Verizon – is providing the toll service, and
7 the situation in which a third party IXC is doing so. And, again, the reason for
8 making this distinction clearly is that the rules governing which entity is supposed
9 to pay access charges are very different in those two situations.⁵²

10 **Q. WHAT IS THE DEFINITION OF “TELEPHONE TOLL SERVICE” IN**
11 **THE ACT?**

12 A. The Act defines “Telephone Toll” service as a call that is “long distance,” in the
13 basic sense of going between two different telephone exchange areas (areas
14 served by different switches), and as to which the end user is also assessed a toll
15 charge. Specifically, the statute provides: “The term ‘telephone toll service’
16 means telephone service between stations in different exchange areas for which
17 there is made a separate charge not included in contracts with subscribers for
18 exchange service.”

19 **Q. DOES VERIZON’S PROPOSED DEFINITION CONFORM TO THE**
20 **TERMS OF THE ACT?**

21 A. Not very well. Here is Verizon’s proposed definition of “Toll” traffic:

⁵² Bright House would also distinguish “intraLATA” toll from “interLATA” toll. Verizon would make this distinction as well, which is not controversial.

1 Traffic that is originated by a Customer of one Party on that
2 Party's network and terminates to a Customer of the other Party on
3 that other Party's network and is not Reciprocal Compensation
4 Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll
5 Traffic may be either "IntraLATA Toll Traffic" or "InterLATA
6 Toll Traffic", depending on whether the originating and
7 terminating points are within the same LATA

8 There are three revealing features about this proposed definition. First, even
9 though the point is to define "toll" traffic, there is no requirement that the
10 underlying traffic actually involve anybody paying a "toll." Second, even though
11 the Act expressly defines "Telephone Toll Service" – and, indeed, *refers to* that
12 definition in the earlier-discussed definition of "Exchange Access" – Verizon's
13 proposed definition of "Toll Traffic" makes no reference to the definitions in the
14 Act at all. Third, Verizon is clearly setting up "Toll Traffic" as a catch-all
15 category by saying that any traffic that does *not* fall into one of three other
16 categories is deemed to be toll traffic.

17 It appears that Verizon has crated its proposed definition of Toll Traffic in such a
18 manner as to maximize the situations in which Verizon can impose (relatively
19 high) access charges on Bright House.

20 **Q. WHAT IS THE PRACTICAL, COMPETITIVE SIGNIFICANCE OF THIS**
21 **DEFINITION OF "TELEPHONE TOLL" TRAFFIC AS BETWEEN**
22 **BRIGHT HOUSE AND VERIZON?**

23 A. Verizon's proposed definition should be rejected because it directly interferes
24 with healthy competition as between Verizon and Bright House.

25 **Q. PLEASE EXPLAIN WHAT YOU MEAN.**

1 A. The point of the 1996 Act is to enable and facilitate direct, head-to-head
2 competition among local exchange carriers. And, as noted above, the policy of
3 the Act is to specifically encourage full facilities-based competition of the sort
4 that now exists between Verizon and Bright House in the Tampa/St. Petersburg
5 area. In that situation, in the residential areas where Bright House's cable affiliate
6 has facilities, consumers will have a choice of which network to use for their
7 phone service.

8 In that kind of head-to-head competitive environment, an important way to
9 compete is by offering more attractive, simpler, and larger local calling areas.
10 Offering a larger local calling area is competing both on the features of the
11 services being offered (since the service is simpler to understand) and on the basis
12 of price (since a large local calling area allows customers to call more individuals
13 or businesses on a flat rate basis and avoid toll charges). From this perspective,
14 the problem with Verizon's proposal is that it imposes a penalty on Bright House
15 for offering a larger and more attractive calling area than Verizon offers.

16 Specifically, under Verizon's language, its own local calling areas are used to
17 determine when access charges apply, not only for calls its own customers make,
18 but also for calls that **Bright House's** customers make. While Bright House can
19 (and does) offer larger local calling areas than Verizon, the effect of Verizon's
20 language is that Bright House has to effectively pay a "tax" – in the form of
21 access charges – on every call that Bright House has chosen to make a "free"
22 local call, but for which Verizon would charge a toll. It is as if Verizon is able to
23 collect tolls even on calls made by Bright House's customers.

1 **Q. HOW SHOULD THIS DISPUTE BE RESOLVED WITHOUT HARMING**
2 **BRIGHT HOUSE'S ABILITY TO OFFER IMPROVED HIGH VALUE**
3 **SERVICES TO ITS CUSTOMERS?**

4 A. The proper way to resolve this problem is to adopt the language that Bright House
5 has proposed. Under that language, when a Bright House customer calls a
6 Verizon customer, Bright House will only pay the reciprocal compensation rate to
7 which the parties have agreed, because it is a local call to that customer. On the
8 other hand, if a Verizon customer makes a toll call to a Bright House customer,
9 Verizon would pay access charges to Bright House. This is completely
10 appropriate, however, because Verizon will be collecting toll revenues from its
11 customers.

12 **Q. HOW DOES YOUR PROPOSAL RELATE TO THE UNDERLYING**
13 **DEFINITIONS OF "TOLL SERVICE" AND "EXCHANGE ACCESS" IN**
14 **THE ACT?**

15 A. Bright House's definition will have the effect of matching up the payment of
16 access charges with the collection of toll charges from end users, which is just
17 what the definitions in the Act contemplate. If one of the parties charges its own
18 customers a toll charge to make a call that is terminated on the other party's
19 network, then access charges would apply, and the party imposing the toll charge
20 would pay them to the terminating party. On the other hand, if the party whose
21 customer is initiating the call is not charged a toll charge, then the call is simply

1 not "telephone toll service" traffic. When that call is delivered to the other party,
2 the originating party would pay reciprocal compensation, not access.

3 **Q. HOW DOES THIS APPROACH COMPORT WITH PRIOR**
4 **COMMISSION DECISIONS ON THIS TOPIC?**

5 A. It is in complete harmony with this Commission's decisions. Some years ago, the
6 Commission conducted a generic investigation of certain intercarrier
7 compensation questions, and concluded that the application of access charges to
8 calls between competing LECs should depend on the local calling areas
9 established by the originating carrier. In other words, if the originating carrier
10 charged its customer a toll (because the call crossed that carrier's local calling
11 zone boundary), then the originating carrier should pay access charges to the
12 terminating carrier. But if the call did not incur a toll (because it stayed within the
13 originating carrier's local calling zone), then the originating carrier should pay
14 reciprocal compensation, not access. The basis for this ruling was that using the
15 originating carrier's calling area for this purpose was competitively neutral. On
16 appeal, however, the court found that the Commission did not have enough
17 evidence in that case to reach that conclusion to apply in all situations as a default
18 rule. As a result, the Commission decided to eliminate the default rule and
19 instead to decide the question on a case-by-case basis in individual arbitration
20 proceedings.⁵³

⁵³ See Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996, Docket No. 000075-TP, Order No. PSC-05-0092-FOF-TP Order Eliminating the Default Local Calling Area (January 24, 2005).

1 **Q. HOW DOES THIS RULING APPLY TO THE DISPUTE AT HAND?**

2 **A.** It applies in several ways. First, by referring the question to individual
3 “arbitration” proceedings, the Commission properly recognized that this issue
4 relates primarily to arrangements between a CLEC and an ILEC -- exactly the
5 situation we have here.⁵⁴ Second, by focusing on a case-by-case determination of
6 competitive neutrality, the Commission has properly focused on direct facilities-
7 based competition between the ILEC and a CLEC.

8 Thus, and for the reasons discussed above, using the originating carrier’s calling
9 area to determine the application of reciprocal compensation in an ILEC-to-CLEC
10 interconnection agreement is indeed competitively neutral. This is particularly
11 true where, as in the case of Verizon and Bright House, the parties are actively
12 exchanging very large amounts of traffic, roughly balanced in each direction, and
13 generated from customers in the same geographic area. In this factual setting,
14 using the ILEC’s calling zones would have the effect of affirmatively suppressing
15 competition from a facilities-based CLEC by imposing extra costs any time the
16 CLEC tries to compete by establishing larger local calling zones. And, as
17 discussed above, by tying the obligation to pay terminating access charges to the
18 actual receipt by the originating carrier of toll charges, this approach not only

⁵⁴ The situation between, for example, two CLECs involves some very different policy considerations. For example, neither one has the advantage of incumbency, and even if two CLECs are certificated to serve the same geographic area, the degree of actual head-to-head, network-to-network competitive overlap may be much different than exists between a CLEC and an ILEC. As a result, the approach that makes the most sense to achieve competitive neutrality between an ILEC and a CLEC may or may not make sense in the case of arrangements between two CLECs.

1 makes sense from a basic economic perspective, it also complies with the relevant
2 definitions ("Exchange Access" and "Telephone Toll Service") in the Act.

3 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO THE**
4 **DEFINITION OF "TOLL TRAFFIC"?**

5 A. The Commission should reject Verizon's proposed definition, which is not
6 properly tethered to the relevant definitions in the Act, and instead adopt Bright
7 House's proposed definition.

8 **Q. HOW DOES BRIGHT HOUSE PROPOSE TO DEFINE "RECIPROCAL**
9 **COMPENSATION TRAFFIC"?**

10 A. Bright House proposes to define "Reciprocal Compensation Traffic" as follows:

11 Telecommunications traffic exchanged between the Parties and
12 subject to Reciprocal Compensation under Applicable Law. For
13 avoidance of doubt, the Parties expressly acknowledge that in the
14 November 5, 2008 FCC Internet Order, the FCC ruled that Internet
15 Traffic is subject to Reciprocal Compensation and that, as a result,
16 Reciprocal Compensation Traffic includes Internet Traffic, subject
17 to the FCC's rules and rulings regarding intercarrier compensation
18 applicable to such traffic.

19 Focusing for a moment on the first sentence of this definition, note that Bright
20 House proposes to define reciprocal compensation traffic with reference to
21 whether reciprocal compensation itself actually applies to the traffic under
22 applicable law. This is, obviously, completely logical. In this regard, in the
23 ruling referred to in the second sentence, the FCC clarified that reciprocal
24 compensation is, the "default" mode of compensation between local exchange
25 carriers.

1 **Q. PLEASE EXPLAIN WHAT YOU MEAN.**

2 A. The idea of reciprocal compensation between two interconnected carriers was
3 established by the Act. The new law, in Section 251(b)(5), simply states that
4 every local exchange carrier has the “duty to establish reciprocal compensation
5 arrangements for the transport and termination of telecommunications.” Nothing in
6 this definition suggests that any type of traffic at all is exempt from reciprocal
7 compensation. However, another section of the law, Section 251(g), states that
8 traditional access charge arrangements would remain in place until changed by
9 the FCC. The courts have made clear, however, that Section 251(g) is a
10 “transitional” mechanism that “grandfathers” in arrangements that existed prior to
11 the Act. So, essentially, reciprocal compensation applies to all traffic except true
12 “Telephone Toll Service” traffic, to which access charges apply.

13 **Q. HOW DOES THIS COMPARE WITH VERIZON’S PROPOSED**
14 **DEFINITION OF RECIPROCAL COMPENSATION TRAFFIC?**

15 A. Verizon’s proposed definition of Reciprocal Compensation traffic is extremely
16 complicated and confusing. This reflects Verizon’s desire to maximize the traffic
17 as to which it can impose (relatively high) access charges, and to minimize the
18 traffic as to which it can only impose (relatively low) reciprocal compensation
19 charges. Here is how Verizon proposes to define this term:

20 Telecommunications traffic originated by a Customer of one Party
21 on that Party’s network and terminated to a Customer of the other
22 Party on that other Party’s network, except for
23 Telecommunications traffic that is interstate or intrastate Exchange
24 Access, Information Access, or exchange services for Exchange

1 Access or Information Access. The determination of whether
2 Telecommunications traffic is Exchange Access or Information
3 Access shall be based upon Verizon's local calling areas as defined
4 by Verizon. Reciprocal Compensation Traffic does not include the
5 following traffic (it being understood that certain traffic types will
6 fall into more than one (1) of the categories below that do not
7 constitute Reciprocal Compensation Traffic): (1) any Internet
8 Traffic; (2) traffic that does not originate and terminate within the
9 same Verizon local calling area as defined by Verizon, and based
10 on the actual originating and terminating points of the complete
11 end-to-end communication; (3) Toll Traffic, including, but not
12 limited to, calls originated on a 1+ presubscription basis, or on a
13 casual dialed (10XXX/101XXXX) basis; (4) Optional Extended
14 Local Calling Scope Arrangement Traffic; (5) special access,
15 private line, Frame Relay, ATM, or any other traffic that is not
16 switched by the terminating Party; (6) Tandem Transit Traffic; (7)
17 Voice Information Service Traffic (as defined in Section 5 of the
18 Additional Services Attachment); or, (8) Virtual Foreign Exchange
19 Traffic (or V/FX Traffic) (as defined in the Interconnection
20 Attachment). For the purposes of this definition, a Verizon local
21 calling area includes a Verizon non-optional Extended Local
22 Calling Scope Arrangement, but does not include a Verizon
23 optional Extended Local Calling Scope Arrangement.

24 (emphasis in original.)

25 **Q. DO YOU HAVE ANY COMMENT ON VERIZON'S PROPOSED**
26 **DEFINITION?**

27 A. Yes, I do. Aside from its sheer length and complexity, the recurring theme of the
28 explicit exclusions that Verizon wants to impose is that any traffic that crosses a
29 Verizon local calling area boundary is *not*, in Verizon's view, Reciprocal
30 Compensation traffic. By the same token, nothing in Verizon's definition reflects
31 the fact that in order to actually constitute Telephone Toll Service traffic or
32 Exchange Access traffic under the definitions in the Act, there has to be a separate
33 charge for the traffic. In other words, Verizon is trying to make its own retail
34 marketing decisions about where its own customers can make free calls binding

1 on *Bright House* when the question is how much Bright House has to pay to send
2 traffic to Verizon.

3 This approach is anticompetitive and wrong, and the Commission should reject it.
4 Putting aside the language of the relevant definitions, in practical economic terms,
5 the requirement that Verizon proposes – under which Bright House would have to
6 pay access charges on any call that *Verizon* would treat as a toll call for a *Verizon*
7 customer – has the effect of imposing an economic penalty of Bright House for
8 competing with Verizon by means of offering its customers a wider local calling
9 area. This is not remotely “competitively neutral.” There is no conceivable
10 public policy reason to permit Verizon to impose such an economic penalty, and
11 the Commission should, therefore, reject Verizon’s proposed definition of
12 Reciprocal Compensation traffic, and adopt Bright House’s.

13 **Q. WHAT SHOULD THE COMMISSION DO WITH REGARD TO THIS**
14 **ISSUE?**

15 A. The Commission should adopt Bright House’s proposed definition of Reciprocal
16 Compensation Traffic, and reject Verizon’s definition. That said, I look forward
17 to reviewing Verizon’s testimony purporting to justify and explain its definition
18 of this term, and I expect to have additional comments to make on this issue in
19 rebuttal.

20 **Q. WHAT ARE THE DIFFERENCES BETWEEN THE PARTIES WITH**
21 **RESPECT TO THE DEFINITIONS OF “INTERNET TRAFFIC” AND**
22 **“MEASURED INTERNET TRAFFIC”?**

1 A. As the Commission is aware, there has been controversy over the years regarding
2 compensation for calls to dial-up Internet Service Providers. Verizon's definition
3 of "Internet Traffic" is apparently designed to address that problem (which does
4 not exist as between Bright House and Verizon), but is vague and uncertain.
5 Bright House's proposed definition, however, focuses directly on the type of
6 traffic that has been controversial:

7 **Bright House:** "Traffic in which a Customer or End User of a Party establishes a
8 dial-up connection to the modems or functionally equivalent equipment or
9 facilities of an Internet Service Provider by means of connections to the public
10 switched telephone network provided to the Internet Service Provider by the other
11 Party."

12 **Verizon:** "Any traffic that is transmitted to or returned from the Internet at any
13 point during the duration of the transmission."

14 Bright House's definition is much clearer and should be adopted.⁵⁵

15 **Q. DO YOU HAVE ANY CONCERNS WITH VERIZON'S DEFINITION OF**
16 **"MEASURED INTERNET TRAFFIC"?**

17 A. Yes. But with respect to "Measured Internet Traffic," the definitions are closer.
18 Bright House has proposed some modifications to Verizon's language to

⁵⁵ In addition, Verizon's definition could be misconstrued to cover VoIP traffic, which is completely distinct from the kind of one-way, dial-up ISP-bound calling that Verizon seems to be concerned about in general but has no bearing on its relationship with Bright House. Even though the parties have agreed on the treatment of VoIP traffic in the Interconnection Attachment, the ambiguity created by Verizon's proposed definition should be corrected.

eliminate the presumption that Verizon's local calling areas should control for rating purposes (see discussion above), and has proposed a clarifying reference to a recent FCC ruling that, in the course of clarifying the general application of reciprocal compensation, also ruled on the topic of calls to ISPs. Here is Verizon's proposed definition, marked to show Bright House's proposed changes:

~~Dial-up, switched~~ Internet Traffic originated by a Customer of one Party on that Party's network at a point in ~~Verizon's~~ that Party's local calling area, and delivered to ~~a Customer or~~ the modems or functionally equivalent equipment or facilities of an Internet Service Provider served by the other Party ~~on that other Party's network~~ at a point in the same ~~Verizon~~ local calling area. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.

Bright House's proposed changes are completely reasonable and should be adopted.

Issue 3

Issue #3: Should traffic not specifically addressed in the ICA be treated as required under the Parties' respective tariffs or on a bill-and-keep basis?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #3?

1 A. Despite the issues noted above regarding the definitions of different types of
2 traffic, the parties in fact generally agree on how traffic should be compensated.

3 **Q. PLEASE PROVIDE YOUR UNDERSTANDING OF THE AGREEMENT**
4 **ON PRICING.**

5 A. Bright House and Verizon have agreed that local traffic should be subject to a rate
6 of \$0.0007 per minute of use, toll traffic should be subject to tariffed access
7 charges, and (unless I misunderstand where things stand), meet point billing
8 traffic should be billed to the third party IXC. In addition, the parties have agreed
9 that they will treat traffic as local, toll, etc., without regard to whether it is
10 originated or terminated as VoIP traffic. They have agreed on the classification
11 and treatment of some other, more minor types of traffic as well. So it is a bit
12 hard to see what other types of traffic they might end up exchanging.⁵⁶

13 **Q. IF YOU CAN'T IDENTIFY ANY TRAFFIC THAT IS NOT ALREADY**
14 **ADDRESSED IN THE PROPOSED ICA, WHY IS THIS LANGUAGE**
15 **NECESSARY?**

16 A. As regulatory definitions and technology change, it is possible that some as-yet-
17 unidentified type of traffic might arise. The question then is what the agreement
18 should say about it.

19 **Q. WHAT DO THE TWO PARTIES PROPOSE?**

⁵⁶ Note that the dispute regarding what traffic counts as toll versus what traffic counts as local has no bearing on Issue #3. Whichever way that traffic is classified, it will fall into one "bucket" or the other, and so will not be unclassified.

1 A. Verizon proposes that any traffic for which a classification does not exist should
2 be assessed access charges. Thus, it would provide, in Section 8.4 of the
3 Interconnection Attachment, as follows: "Any traffic not specifically addressed in
4 this Agreement shall be treated as required by the applicable Tariff of the Party
5 transporting and/or terminating the traffic."

6 This, of course, is consistent with the point I made earlier, which is that ILECs
7 such as Verizon typically want their access charges – the highest rate in the
8 intercarrier compensation scheme -- to be the "default" rate for intercarrier
9 compensation. Bright House, however, proposes a more reasonable approach: an
10 initial small amount of "new" traffic will be exchanged on a bill-and-keep basis
11 (i.e., neither carrier charges the other one). Once the amount of such traffic
12 exceeds a certain low level, however, either party may initiate negotiations to
13 determine what the appropriate compensation for that traffic should be, with the
14 Commission available to resolve the dispute if the parties cannot agree.
15 Specifically, here is Bright House's proposed language:

16 Any traffic not specifically addressed in this Agreement shall be
17 exchanged on a "bill-and-keep" basis, with no intercarrier
18 compensation as between the Parties with respect to it. Either
19 Party may request negotiation of an amendment to this Attachment
20 to specify intercarrier compensation other than bill-and-keep for
21 any type of traffic not specifically addressed in this Agreement and
22 of which the Parties exchange at least a DS1's worth of traffic for a
23 period of no less than three (3) consecutive months. If the Parties
24 cannot agree on such an amendment either Party may invoke the
25 Dispute Resolution procedures of Section 14 of the General Terms
26 and Conditions of this Agreement.

27 In short, unless the parties are exchanging a DS1's worth of this undefined
28 traffic each month for three consecutive months, the traffic is exchanged

1 on a bill and keep basis. If and when that level is reached, the parties will
2 negotiate the appropriate intercarrier compensation for the traffic.

3 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO**
4 **THIS ISSUE?**

5 A. The Commission should adopt Bright House's proposal, which provides a
6 more balanced and sensible way to deal with the unlikely scenario that any
7 significant amount of presently unclassified traffic will flow between the
8 parties' networks. If it turns out that in some particular case, Verizon's
9 preferred outcome – tariffed rates – is appropriate, that is the result that
10 will eventually be reached. But there is no reason to assume in advance
11 that the highest possible tariffed rates, as opposed to a reciprocal
12 compensation rate, some other negotiated rate, or a bill-and-keep
13 arrangement, is the right way to bill for this presently unknown type of
14 traffic.

15 ***Issue 29***

16
17 **Issue #29: To what extent, if any, should parties be required to establish**
18 **separate trunk groups for different types of traffic?**

19 **Q. WHAT IS THE UNDERLYING DISPUTE REGARDING ISSUE #29?**

20 A. I am not certain that there actually is a dispute. In the industry generally,
21 sometimes carriers find it convenient to isolate traffic that has particular routing
22 or billing characteristics onto separate trunk groups. This traffic will typically be
23 carried on the same physical facilities as any other traffic, but will be, in effect,

electronically separated into its own grouping to make it easier to route it properly, or apply special billing requirements to it properly. This is sometimes referred to as logical assignment of trunks. Bright House has suggested language that would permit either party to request that such separate trunk groups be established, followed by good faith discussions between the parties, and resolution by the Commission if the parties cannot agree.

Q. PLEASE PROVIDE BRIGHT HOUSE'S PROPOSED LANGUAGE.

A. Here is Bright House's specific proposed language, added to the end of Section 2.2.2 of the Interconnection Attachment:

Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic). In addition, either Party may request the establishment of a separate trunk group for the exchange of any type of traffic whose technical or billing requirements make such a separate trunk group commercially reasonable. If the Parties cannot agree within a period not to exceed sixty (60) days on the establishment of a requested separate trunk group, then either Party may invoke the Dispute Resolution provisions of Section 14 of the General Terms.

I cannot imagine why Verizon would object to this provision, which simply embodies standard industry practices for managing multiple types of traffic carried on the same physical facility. I will await a review of Verizon's testimony in order to see if Verizon in fact objects to this language. But even if it does, the Commission should nevertheless approve Bright House's proposal.

Issue 31

Issue #31: Which party has administrative control over which interconnection trunks, and what responsibilities, if any, flow from that control?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #31?

A. As far as I am aware, the dispute regarding this issue is actually very narrow. While they have not yet settled on final language, the parties are agreed that Bright House shall always have administrative control with respect to two-way trunk groups (that is, trunk groups where traffic can go in either direction between the parties). I understand that the parties also agree that administrative control over one-way trunk groups (trunks where traffic only flows in one direction) rests with the party who is originating the traffic over the trunk group.

Q. IS THERE AN AGREEMENT ON WHAT "ADMINISTRATIVE CONTROL" MEANS FROM AN OPERATIONAL PERSPECTIVE?

A. Yes. The party with "administrative control" is responsible for monitoring the usage on the trunk group and sending orders to the other party to either expand the capacity (number of trunks) in the trunk group (if growing traffic warrants the expansion) or decrease the number of trunks (if traffic is declining sufficiently to warrant such a decrease).

Q. ON WHAT ISSUE DO THE PARTIES DISAGREE?

A. The one area of disagreement relates to language that Verizon has proposed to deal with what it considers to be improper control of a trunk group. For instance,

1 Verizon suggests a situation in which Bright House has administrative control of a
2 trunk group; traffic on the trunk group is sufficiently low that the total number of
3 trunks should (based on standard engineering practices) be reduced; but for some
4 reason Bright House has not sent orders to take down some of the trunks. In that
5 case, Verizon proposes that it can *either* simply disconnect its end of those trunks
6 – thereby freeing up its network resources for other uses – *or* start billing Bright
7 House Verizon's tariffed rate for the underused trunks and trunk ports.

8 **Q. PLEASE EXPLAIN WHY VERIZON'S PROPOSAL IN**
9 **INAPPROPRIATE.**

10 A. To leave the unused trunks in place, but bill Bright House for them, is
11 inappropriate and, in fact, an invitation to disputes and abuse. The chance that the
12 situation addressed by this issue will actually arise is relatively small. But if it
13 does, and for some reason Bright House fails to submit orders to turn down an
14 appropriate number of trunks, that should not become a potential profit center for
15 Verizon. The only legitimate reason that Verizon would be concerned is that the
16 (by hypothesis, here) underused trunks could be put to a better use within
17 Verizon's network. The appropriate solution, therefore, is to permit Verizon to
18 free up the unused trunks for its own use.

19 **Q. HOW DO YOU PROPOSE TO RESOLVE THIS DISPUTE?**

20 A. The specific language at issue is set out below, with Bright House's proposed
21 changes shown against Verizon's initial proposal.

2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from {CLEC} one Party to the Verizon other Party with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, {CLEC} the Party with administrative responsibility for the trunk group will promptly submit ASRs to the other Party to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. ~~In the event {CLEC}~~ If the Party with administrative responsibility for the trunk group fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this section, ~~Verizon~~ then, on no less than thirty (30) days written notice, the other Party may disconnect the excess Interconnection Trunks. ~~or bill (and ***CLEC Aeronym TE*** shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment~~

For the reasons discussed above, Bright House's proposed language – and, specifically, its deletion of the option for Verizon to bill for unused trunks – should be adopted.

Issue 34

Issue #34: Should performance measures apply to two-way trunks that are outside of Verizon's administrative control?

Q. WHAT IS THE UNDERLYING DISPUTE WITH RESPECT TO ISSUE #34?

A. As with other issues relating to trunking, it is not clear to me that there is an actual dispute. As a general matter, if Verizon does not have administrative control over a trunk group, it should not be held responsible for problems on that trunk group, such as excessive traffic blocking caused by a failure to properly groom the group as traffic grows. On the other hand, every trunk group under the agreement has two ends – one on Verizon's network, and one on Bright House's. As a result,

1 even for trunk groups for which Bright House has administrative responsibility,
2 Verizon will still have a role to play. Specifically, when Bright House identifies a
3 need to add trunks to a trunk group, it must advise Verizon of the need to add
4 trunks, by means of an industry-standard form known as an "access service
5 request," or ASR. Verizon must then respond to the ASR and coordinate with
6 Bright House to activate the additional trunks on the trunk group. If Verizon fails
7 to do this, performance on the trunk group will degrade, blockage will increase,
8 etc. So even where Bright House has administrative control, it is still possible for
9 Verizon to create a situation in which Verizon's own actions degrade the
10 performance on the trunk group. It is not appropriate to include language in the
11 contract that would absolve Verizon of any consequences, under the contract, for
12 its own failures to perform.

13 That said, as I understand it, Verizon does not seek to escape responsibility for
14 responding to Bright House's requests to modify a trunk group in an appropriate
15 and timely fashion. As a result, while the parties have not yet settled on final
16 language on this point, it is very likely that it will be resolved in the near future.

17 If it turns out that this is not the case, I will address this issue again in my rebuttal
18 testimony.

19 ***Issue 30***

20 **Issue #30: May Bright House unilaterally determine whether the Parties**
21 **will use one-way or two-way interconnection trunks?**
22

1 **Q. WHAT IS THE UNDERLYING DISPUTE WITH RESPECT TO ISSUE**
2 **#30?**

3 A. The FCC has ruled that the interconnecting CLEC gets to decide whether the
4 trunk groups it establishes to exchange traffic with Verizon are one-way trunk
5 groups or two-way trunk groups.⁵⁷ Indeed, FCC Rule 51.305(f) specifically and
6 unequivocally states: “If technically feasible, an incumbent LEC *shall provide*
7 two-way trunking *upon request.*” 47 C.F.R. § 51.305(f) (emphasis added). I am
8 not a lawyer, but this language does not seem to provide much room for doubt.
9 Assuming that two-way trunks between Verizon and Bright House are technically
10 feasible – and they clearly are (and are in service today) – then Verizon must
11 provide that type of trunking to Bright House “upon request” – that is, at Bright
12 House’s unilateral option.

13 Bright House’s language simply implements this clear regulatory command into
14 the language of the ICA, in order to avoid any disputes. Despite this language,
15 Verizon apparently does not believe that Bright House has that right, and so wants
16 the matter to be subject to negotiation and discussion between the parties.

17 **Q. BY WAY OF BACKGROUND, WHAT ARE TWO-WAY TRUNK**
18 **GROUPS, AS OPPOSED TO ONE-WAY TRUNK GROUPS?**

19 A. A one-way trunk is a trunk between two switching centers (either on one carrier’s
20 network, or as in the case of interest in this arbitration, between two carriers’
21 interconnected networks), over which traffic may be originated from only one of

⁵⁷ See, *Local Competition Order* at ¶ 219.

1 the two switching centers. The traffic carried on a one-way trunk, of course, will
2 likely consist of two-way communications once a call is established, so the "one-
3 way" label refers only to the origin of the demand for connection. The originating
4 end of a one-way trunk is referred to as the "outgoing trunk" while the other end
5 is known as the "incoming trunk." By comparison, a two-way trunk allows calls
6 to originate from both ends of the trunk. In this arrangement, depending upon
7 where the call originates, both ends of the trunk can serve as an "incoming trunk"
8 and "outgoing trunk," and both parties can send traffic originated from either of
9 the two carriers' networks back and forth on the facility.

10 **Q. WHY DOES IT MATTER WHETHER TRUNK GROUPS ARE ONE-WAY**
11 **OR TWO-WAY?**

12 A. Depending on the engineering details of the traffic between the two networks,
13 using two-way trunks can be more efficient than using one-way trunks. The most
14 efficient type of trunk can depend on traffic patterns at a particular location. For
15 instance, if the traffic being exchanged between the parties at a particular location
16 is almost all initiated in one direction, one-way trunks could be the most efficient
17 option, and if the traffic is less lopsided, two-way trunks would likely be more
18 efficient. Bright House wants to be sure that it has the right to direct when two-
19 way trunks will be used in order to ensure that it can obtain those efficiencies.

20 **Q. WHY WOULD TWO-WAY TRUNKS BE MORE EFFICIENT THAN**
21 **ONE-WAY TRUNKS?**

1 A. It is probably best to explain this using an analogy. Imagine that a new, multi-
2 lane freeway is going to be built between a large city and a “bedroom
3 community” where people who work in the city live. One question the road
4 planners will need to decide is how wide to make the new freeway – that is, to
5 decide on the maximum number of physical lanes of traffic that the freeway can
6 accommodate. The physical, concrete freeway in this example is analogous to the
7 physical transmission facility that will be set up between the two networks –
8 ranging, in theory, from a single copper wire that could only carry one call (this
9 would be a single “trunk”) to a dense wave-division-multiplexed optical fiber
10 connection that could carry millions of calls.

11 But the raw size of the facility isn’t the only consideration. Suppose that during
12 the morning rush hour, traffic into the city will fill six lanes of the freeway, while
13 outbound traffic will only take two lanes. And suppose that during the afternoon
14 rush hour, the situation is reversed – six lanes’ worth of traffic outbound, and only
15 two inbound.

16 One way to deal with this type of traffic flow would be to simply build a 12-lane
17 freeway, with six lanes in each direction. But if the highway planners did that,
18 most of the lanes on the freeway would be unused, most of the time. So the
19 planners might well choose instead to build an 8-lane freeway with the middle
20 lanes “reversible.” In this configuration, during the morning rush hour, there
21 would be six lanes going in and two coming out; during the evening rush hour,
22 there would be six lanes going out and two going in; and at other times, there
23 would be four lanes in each direction. With this type of arrangement, traffic that

1 would take 12 lanes to accommodate if each lane was always "one-way" can be
2 handled on only 8 lanes if the traffic can flow in both directions.

3 The same potential for savings exists in using two-way trunks instead of one-way
4 trunks. As long as the heaviest calling volumes outbound from Verizon to Bright
5 House occur at a different hour of the day than the heaviest calling volumes
6 inbound to Verizon from Bright House (analogous to the inbound and outbound
7 morning and evening rush hours), the total number of trunks needed in a two-way
8 trunk group will be less than the total number of trunks needed using one-way
9 trunks.

10 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
11 **#30?**

12 A. The Commission should adopt Bright House's proposed language that permits it
13 to choose when to use 2-way trunks. Putting aside the fact that Bright House's
14 position seems to be literally compelled by the FCC's rules on this topic, as a
15 policy matter, Bright House has every incentive to engineer its network in the
16 most efficient manner. Verizon should not be allowed to control the type of
17 trucks that Bright House needs for traffic exchange.

18 ***Issue 32***

19
20 **Issue #32: May Bright House require Verizon to accept trunking at DS-3**
21 **level or above?**

22 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #32?**

1 A. As network technology has advanced over the last thirty to forty years, it has
2 become easier and more efficient to transmit traffic at higher and higher data
3 rates. The basic unit of voice data transmission in digital format is known as a
4 “DS-0,” which refers to a single voice path. Starting in the 1960s, telephone
5 company engineers figured out how to “multiplex” together a number of separate
6 voice signals onto a more efficient facility. The first step up from a DS-0 – a
7 technical achievement in its time, but now roughly forty years old – is to
8 multiplex 24 separate DS-0 signals together to create a “DS-1” signal. By the
9 early 1980s, even higher data transmission rates were common. Apparently for
10 historical reasons, there is no “DS-2” in use; the next signal level is the “DS-3,”
11 which is the equivalent of 28 DS-1s, or 672 individual DS-0 voice signals. Again,
12 this was an impressive achievement in its time, but the deployment of this level of
13 signal multiplexing in commercial applications is on the order of 30 years old.

14 The 1980s saw the widespread deployment of optical fiber in communications
15 networks. Optical signals can carry vastly more information than electrical
16 signals on copper. There is an established set of standard optical signal levels, the
17 smallest of which is the OC-3, which is equivalent to three DS-3s. For large
18 networks, interconnection at the OC-12, OC-48, OC-192, or even higher levels
19 are common.

20 **Q. VERIZON WANTS TO USE DS-1 LEVEL INTERFACES FOR**
21 **EXCHANGING TRAFFIC WITH BRIGHT HOUSE. IS THAT A**
22 **REASONABLE PROPOSAL?**

1 A. No. Despite the fact that the DS-1-level interface is a nearly forty-year-old
2 technology, Verizon insists that Bright House is obliged to deliver traffic to
3 Verizon at this extremely low data rate. This is an unjust and unreasonable
4 restriction on Bright House's ability to interconnect "efficiently" with Verizon.

5 As noted above, Bright House has hundreds of thousands of customers in the
6 Tampa/St. Petersburg area, and Verizon has, we believe, even more. At the
7 busiest time of the day, therefore, there will be thousands and thousands of
8 simultaneous conversations ongoing between Verizon customers and Bright
9 House customers. A requirement that interconnection occur at the DS-1 level
10 means that those thousands and thousands of simultaneous calls have to be broken
11 down into groups of 24, for no reason at all other than to accommodate Verizon's
12 (apparently) obsolete switching equipment.

13 In this regard, as I noted above in connection with the discussion of TELRIC
14 pricing for entrance facilities, Verizon is obliged to offer interconnection to Bright
15 House that is at least equal in quality to that which Verizon provides to itself or to
16 any other interconnector or third party.

17 **Q. WOULD YOU EXPECT VERIZON TO USE DS-3 OR HIGHER**
18 **CONNECTIVITY GIVEN THE COMMON AVAILABILITY OF THAT**
19 **TECHNOLOGY?**

20 A. Yes. I would expect Verizon to seek to reduce costs by using the highest possible
21 capacity connections for the traffic in question. For instance, I would expect

1 Verizon to use DS-3 or even higher connectivity for itself for intermachine
2 trunking or for exchanging traffic with affiliates or third parties.

3 **Q. IF VERIZON DOES USE DS-3 CONNECTIVITY OR HIGHER FOR**
4 **ITSELF OR FOR AFFILIATES, IS IT YOUR UNDERSTANDING THE IT**
5 **MUST OFFER THAT SAME CAPABILITY TO BRIGHT HOUSE?**

6 A. Yes. Indeed, even if it does not today provide higher-data-rate interconnection to
7 others, in light of how far transmission and switching technology has evolved
8 since the DS-1 interface was created, it is not reasonable for Verizon to sit on its
9 hands and expect a more modern network like Bright House to pay to slow its
10 transmissions down to the level that Verizon demands. At some point – which, I
11 submit, has long passed – Verizon has to take steps to ensure that its network is
12 capable of interconnecting on reasonable terms – and at reasonable data rates –
13 with other carriers like Bright House.

14 **Q. ARE THERE ANY OTHER CONSIDERATIONS THAT LEAD TO THIS**
15 **SAME CONCLUSION?**

16 A. Yes. Although the disputes about interconnection costs between Bright House
17 and Verizon appear to be relatively minor, it is worth noting that the FCC has
18 long held that an ILEC can only charge a CLEC the “TELRIC”-based costs of
19 interconnection arrangements. TELRIC stands for “Total Element Long Run
20 Incremental Cost,” and refers to the cost that would be incurred, in the future and
21 over the long run, by an efficient carrier, to perform a particular function. In
22 economic policy terms, TELRIC is a “forward looking” cost standard.

1 **Q. DOES THE TELRIC METHODOLOGY ALSO ASSUME THE MOST**
2 **EFFICIENT AVAILABLE TECHNOLOGY?**

3 A. Yes. As discussed above, the FCC has specifically noted that “Costs must be
4 based on the incumbent LEC’s existing wire center locations and most efficient
5 technology available.”⁵⁸ An efficient network interconnection arrangement today
6 and in the future would not occur at a signal level as low as DS-1. The standard
7 would be DS-3, OC-3, or higher. As a result, the appropriate forward-looking
8 cost associated with taking in the DS-3 or OC-3 signal that Bright House would
9 like to send to Verizon and stepping it down to DS-1 is zero. This is because, in
10 an efficient network today and in the future, those costs would never be incurred
11 at all.

12 From this perspective, Verizon can be viewed as having a choice – either provide
13 direct DS-3 or higher level interfaces to Bright House, or incur, itself, whatever
14 costs might be involved in demultiplexing the DS-3 or higher level signals down
15 to the DS-1 level. If Verizon chooses to maintain obsolete switches that can only
16 accept DS-1 level inputs, I suppose it may do so, but under the TELRIC pricing
17 standard Verizon is barred from imposing any of the costs associated with that
18 obsolete, inefficient choice on Bright House.

19 **Q. DO ANY OTHER FACETS OF THE 1996 ACT SUPPORT THE VIEW**
20 **THAT VERIZON SHOULD BE REQUIRED TO PROVIDE**
21 **INTERCONNECTION AT DS-3 OR HIGHER LEVELS?**

⁵⁸ See *e, Local Competition Order* at ¶¶ 685, 690. See also the FCC’s Rules §51.505(b)(1) regarding “efficient network configuration.”

1 A. Yes. I would note that federal law expressly empowers states to impose state-
2 specific interconnection requirements that go beyond what federal law requires.⁵⁹
3 It is possible that Verizon could argue that there is no specific federal requirement
4 that it provide DS-3 or OC-level interfaces. If it makes that argument, I would
5 note that if DS-3 or OC-level interconnection is a good idea – and it is – then
6 there is no reason for Florida or any other state to sit on its hands when the issue
7 comes up in an arbitration, as it has here.

8 **Q. ARE THERE OTHER REASONS WHY VERIZON SHOULD NOT BE**
9 **ALLOWED TO CHARGE BRIGHT HOUSE FOR DEMULTIPLEXING**
10 **THE SIGNAL DOWN TO THE VERIZON LEVEL?**

11 A. Yes. As discussed above, the FCC's rules define the "transport" component of
12 the "transport and termination" of traffic as, essentially, everything that needs to
13 be done to get the traffic from the physical point of interconnection between the
14 two networks out to the end office switch serving the called party. See 47 C.F.R.
15 § 51.701(c). Here, Bright House and Verizon have agreed that the combined per-
16 minute rate for all transport and termination functions shall be \$0.0007 per
17 minute. To the extent that Verizon needs to demultiplex a signal from Bright
18 House in order to put that signal into an acceptable format for Verizon's switches,
19 that demultiplexing is simply part of the transport function. Verizon cannot
20 charge separately for that function, beyond the \$0.0007/minute already agreed to.

⁵⁹ See, *Local Competition Order*, ¶¶ 133-137.

1 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
2 **#32?**

3 A. The Commission should adopt Bright House's proposed language in Section 2.4.6
4 of the Interconnection Attachment, and require Verizon to interconnect at DS-3 or
5 OC-3 levels, upon Bright House's request. Further, Verizon should not be able to
6 charge Bright House in those cases where its technology requires demultiplexing
7 the traffic from Bright House.

8 ***Issue 33***

9
10 **Issue #33: May charges be assessed for the establishment or provision of**
11 **local interconnection trunks or trunk groups?**

12 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #33?**

13 A. As part of making arrangements to exchange traffic, Verizon and Bright House
14 have to establish trunks and trunk groups to carry that traffic. Every trunk will
15 have two ends that have to be established at the same time, and coordinated – one
16 end on Bright House's network and one end on Verizon's network. Verizon
17 proposed language that indicates that when an interconnection trunk group is
18 established, it can charge Bright House a non-recurring (one-time) set-up charge
19 for the trunk.

20 **Q. WILL VERIZON AGREE TO PAY BRIGHT HOUSE A SIMILAR NRC**
21 **FOR SETTING UP THE BRIGHT HOUSE TRUNKS?**

22 A. No. Verizon has stated that it will not agree to pay Bright House any similar or
23 offsetting set-up charge for the essentially identical work that Bright House has to

1 do for each trunk. Particularly with two-way trunks, the trunks will be used by
2 Verizon to send traffic to Bright House, just as they will be used by Bright House
3 to send traffic to Verizon. There is no reason that Bright House should be
4 charged for setting up those trunks, and yet be unable to charge Verizon for its
5 work on the same trunks.

6 But the same result is also appropriate for any one-way trunks the parties may
7 establish. It is true that Bright House may establish one-way trunks to Verizon
8 because Bright House customers want to call Verizon customers, but it is equally
9 true that Verizon's customers want to receive those calls. The same is true for
10 one-way trunks from Verizon to Bright House. The fact is that with customer
11 bases for both parties that number in the hundreds of thousands, simply providing
12 good service to their own customers requires both Verizon and Bright House to
13 undertake a variety of efforts to ensure that traffic flows smoothly between the
14 networks. For this reason, Bright House has proposed language that ensures that
15 there will be no charges between the parties for establishing interconnection
16 trunks.

17 **Q. ARE THERE ANY OTHER CONSIDERATIONS RELEVANT TO THIS**
18 **ISSUE?**

19 A. Yes. Verizon's work in setting up "trunks" for the exchange of traffic occurs
20 entirely on its network, and entirely on its side of the point of physical
21 interconnection between the two networks. And, in practical terms, setting up a
22 trunk is part of what Verizon has to do to properly get the traffic from the point of

1 interconnection between the networks to the end office switch serving the called
2 party. As a result, setting up a trunk is part of the "transport" function for which
3 the parties have already agreed to a \$0.0007/minute rate. Since this function is
4 already embraced by that rate, neither party should charge the other for it.

5 **Q. WHAT POSITION SHOULD THE COMMISSION ADOPT WITH**
6 **RESPECT TO ISSUE #33?**

7 A. The Commission should adopt Bright House's language and forbid the parties
8 from charging each other for establishing interconnection trunks.

9 ***Issue 36***

10 **Issue #36: What terms should apply to meet-point billing, including**
11 **Bright House's provision of tandem functionality for exchange**
12 **access services?**
13

14 (a) Should Bright House remain financially responsible for
15 the traffic of its affiliates or other third parties when it delivers
16 that traffic for termination by Verizon?

17 (b) To what extent, if any, should the ICA require Bright
18 House to pay Verizon for Verizon-provided facilities used to
19 carry traffic between interexchange carriers and Bright
20 House's network?

21 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #36?**

22 A. There are a few interrelated disputes. First, though, it does not appear that the
23 parties disagree about the basic idea of how meet point billing works. As
24 described above, when a third-party IXC sends traffic to Verizon's tandem and
25 then to Bright House for termination, they agree that Verizon should bill the IXC
26 for the services that Verizon provides, and that Bright House should bill the IXC

1 for the services that Bright House provides. The disputes center on some of the
2 details of how a meet point billing arrangement will be implemented, and on how
3 to handle the situation where Bright House, rather than Verizon, might provide
4 the tandem switching function.

5 **Q. WHAT IS THE DISPUTE REGARDING THE DETAILS OF**
6 **IMPLEMENTING MEET POINT BILLING WHERE VERIZON**
7 **PROVIDES TANDEM SWITCHING?**

8 A. The key to a meet point billing arrangement is identifying a specific point at
9 which one carrier's responsibility begins and the other carrier's responsibility
10 ends. Once that point is established, it is the responsibility of each carrier to
11 build, or purchase, facilities to "meet" the other carrier at that "point."

12 **Q. DOES IT MAKE SENSE FOR THE MEET POINT TO BE THE SAME AS**
13 **THE POINT WHERE OTHER TRAFFIC IS EXCHANGED?**

14 A. Yes. Logically, in an interconnection arrangement where the parties will have
15 established a point for the exchange of local traffic, it would seem to make sense
16 to use that same point as the meet point for purposes of third-party IXC traffic.

17 At least in the past, however, it appears that Verizon has insisted that the "meet
18 point" for purposes of exchanging third-party IXC traffic would be at a different
19 location than the local interconnection "meet point." Specifically, while the
20 interconnection point for local traffic might exist at a Verizon end office
21 convenient to Bright House's facilities, Verizon has insisted that the meet point

1 for IXC traffic be a port on Verizon's tandem switch. On this theory, Verizon has
2 charged Bright House for the connection from the physical point where the parties
3 exchange traffic, up to the tandem switch.

4 **Q. WHAT DOES BRIGHT HOUSE PROPOSE AS A WAY OF DEALING**
5 **WITH THIS ISSUE?**

6 A. While Bright House and Verizon can of course agree that the meet point for
7 purposes of billing IXCs can be anywhere they want, the "default" case should be
8 that the meet point for purposes of jointly-provided access to IXCs should be the
9 same physical point at which they exchange their local traffic. After all, the basic
10 statutory provision setting out the parties' interconnection rights and duties –
11 Section 251(c)(2) of the Act – says that the interconnection arrangements
12 established under it are for the "transmission and routing" of telephone exchange
13 service traffic (that is, broadly speaking, "local" traffic), *and* "exchange access" –
14 which, as discussed above, is any traffic associated with toll calls. The statute
15 does not make any distinction between "exchange access" associated with a
16 party's own toll services provided to its own end users, and "exchange access"
17 associated with toll services provided to third-party IXCs.⁶⁰

18 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO THIS**
19 **ASPECT OF ISSUE #36?**

⁶⁰ Indeed, when the Act was being debated and passed, so-called "competitive access providers," or CAPs, were a significant force in the industry. These entities provided competitive connections between long distance carriers and either large customers or ILEC switches. So, the traffic that they would have been exchanging with ILECs, and that the statute was intended to cover, would have been third-party IXC traffic.

1 A. The Commission should approve Bright House's proposed language, and confirm
2 that unless the parties expressly agree otherwise, that the physical point of
3 connection between their networks established under the ICA for the exchange of
4 local traffic is also the "meet point" between them for purposes of implementing
5 the meet point billing rules.

6 **Q. WHAT IS THE DISPUTE SET OUT IN ISSUE 36(b), REGARDING**
7 **BRIGHT HOUSE REMAINING "FINANCIALLY RESPONSIBLE" FOR**
8 **THIRD-PARTY OR AFFILIATED TRAFFIC DELIVERED TO**
9 **VERIZON?**

10 A. I am not entirely sure what Verizon is concerned about with this aspect of this
11 issue. If Bright House sends its own intraLATA toll traffic to Verizon, then
12 Bright House agrees that it should pay access charges to Verizon to terminate that
13 traffic. On the other hand, if a third party, including an IXC affiliated with Bright
14 House, sends toll traffic to Verizon by way of Bright House's network, then that
15 would be a simple meet point billing situation, in which Bright House, rather than
16 Verizon, is providing the tandem switching functionality. To that extent, this
17 aspect of the issue seems to be identical to the main question of Bright House
18 providing tandem functionality, which I discuss below. If there is more to
19 Verizon's concern that this, hopefully their testimony will explain it, and I can
20 respond in my rebuttal testimony.

21 **Q. WHAT IS THE DISPUTE REGARDING BRIGHT HOUSE ACTING AS A**
22 **PROVIDER OF TANDEM FUNCTIONALITY?**

1 A. Much like several other issues, I do not fully understand Verizon's objection here.

2 The basic situation is this: the trunk groups that the parties have established for
3 the exchange of local traffic run directly between Bright House's network and
4 Verizon's end office switches. (The parties have some trunks that go to Verizon's
5 tandem to handle overflow traffic, but the volume of traffic that the parties
6 exchange makes it economical for there to be direct end office trunks, sometimes
7 called DEOTs, between the two networks.)

8 Bright House would like the opportunity to compete with Verizon for the
9 provision of "tandem" functionality to third-party IXC. That is, today, a long
10 distance carrier that wants to connect at a single point in the Tampa/St. Petersburg
11 area to reach essentially all end offices in the area will connect to Verizon's
12 access tandem. That switch is connected not only to Verizon's end offices, but
13 also to Bright House. But, as noted, Bright House's network is also connected to
14 Verizon's end offices. Bright House, therefore, would like to be able to use those
15 connections – the DEOTs noted above – to carry third-party IXC traffic bound for
16 Verizon end offices.

17 This would be handled as a typical meet point billing arrangement: Bright House
18 would bill the IXC for tandem switching and transport to the hand-off point with
19 Verizon, and Verizon would bill the IXC for transport from that point to the end
20 office, end office switching, etc.

21 For reasons that Verizon has never adequately explained, it has refused to accept
22 various proposals that Bright House has made that would acknowledge in the

1 interconnection agreement that this type of arrangement – where Bright House,
2 rather than Verizon, provides tandem switching – could occur. Yet Verizon’s own
3 contract language expressly deals with the situation in which Verizon itself
4 provides tandem switching.

5 **Q. IS THERE ANY REASON TO EXCLUDE TRAFFIC HANDLED VIA**
6 **BRIGHT-HOUSE-PROVIDED TANDEM SWITCHING FROM THE**
7 **AGREEMENT?**

8 A. No, none at all. As noted above, the basic statute calling for the establishment of
9 interconnection arrangements states that those arrangements may be used for the
10 exchange of “exchange access” traffic. A meet point billing situation where
11 Bright House provides tandem functionality and Verizon provides end office
12 functionality falls squarely within that category. Again, I do not understand the
13 basis for Verizon’s refusal to agree with this suggestion.

14 **Q. IN THESE CIRCUMSTANCES, WHAT SHOULD THE COMMISSION**
15 **DO WITH RESPECT TO ISSUE #36?**

16 A. The Commission should accept Bright House’s language that would clearly
17 establish that the parties may use the interconnection arrangements established
18 under the agreement for meet point billing traffic where Bright House, not
19 Verizon, provides the tandem functionality.

20 ***Issues 38 and 39***
21

Issue #38: Should there be a limit on the amount and type of traffic that Bright House can exchange with third parties when it uses Verizon's network to transit that traffic?

Issue #39: Does Bright House remain financially responsible for traffic that it terminates to third parties when it uses Verizon's network to transit the traffic?

Q. WHAT IS THE DISPUTE UNDERLYING ISSUE NOS. 38 AND 39?

A. This dispute has been almost entirely settled in principle, even though the parties have not yet settled on final language. At a high level, Verizon and Bright House agree that Bright House may use Verizon's network (essentially, its tandem switch) to send "transit" traffic to third parties connected to Verizon's tandem. They agree that as between Verizon and Bright House, Verizon should not be liable to the third party for termination charges associated with the Bright-House originated traffic. They agree that if Verizon is billed for such charges, there should be a form of "indemnification" procedure where Verizon would forward the bills to Bright House for Bright House to deal with – that is, to pay them if appropriate, dispute them where need be, etc. And the parties agree that when the traffic between Bright House and some particular third party reaches some appropriate level, Bright House should be required to make commercially reasonable efforts to either directly connect with the third party or, at least, find some way other than via Verizon's tandem to get the traffic there.

I expect that Verizon's testimony on this point will reflect these points, and that, in any event, the parties will work out agreed language on this point in the near future. If I am mistaken about that, then Bright House's position – even if Verizon does not agree with it – is that the basic structure outlined above is

1 reasonable, and that the parties' agreement should contain language that
2 implements it.

3 ***Issue 40***

4
5 **Issue #40: To what extent, if any, should the ICA require Verizon to**
6 **facilitate negotiations for direct interconnection between**
7 **Bright House and Verizon's affiliates?**

8 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #40?**

9 A. Verizon's basic position regarding transit traffic, as evidenced by its stance on
10 Issue Nos. 38 and 39, is that it does not want to be involved in providing transit
11 service between Bright House and third parties. Yet among the third parties with
12 whom Bright House exchanges a great deal of traffic are Verizon Wireless and
13 Verizon's long distance affiliate. Bright House has proposed language that would
14 oblige Verizon to provide commercially reasonable efforts to facilitate Bright
15 House being able to establish direct connections to Verizon's affiliates, thereby
16 eliminating the load on Verizon's tandem switch and other facilities associated
17 with providing tandem transit service. If Verizon fails to provide such
18 cooperation, it cannot charge for transiting traffic between Bright House and its
19 affiliates. Verizon objects to this language.

20 **Q. WHY IS BRIGHT HOUSE'S PROPOSAL APPROPRIATE?**

21 A. Bright House's proposal essentially calls on Verizon to "put its money where its
22 mouth is" regarding transit service. If Verizon's rates for transit service are
23 adequate – and Verizon has not suggested that they are not – then there is no need

1 for any concern about how much traffic that Bright House might send, via
2 Verizon, to third parties. Yet in connection with Issue Nos. 38 and 39, Verizon
3 has insisted on these limits. At least when the third party is affiliated with
4 Verizon, it should be a straightforward matter to help work out a direct connection
5 arrangement between Bright House and the affiliate. If Bright House refuses to
6 do so, that strongly suggests that Verizon is actually profiting from the transiting
7 arrangement. This would mean that that Verizon is inappropriately trying to
8 retain the status of a "middleman" between Bright House and Verizon's affiliates.
9 Bright House's proposed language does not permit Verizon to exploit its
10 middleman status unless it at least makes commercially reasonable efforts to
11 allow Bright House to avoid paying Verizon for that role.

12 **Q. HAVE ANY OTHER REGULATORS ADOPTED THIS APPROACH?**

13 A. Yes. In an arbitration in Puerto Rico (conducted under the Act, which applies
14 fully in that jurisdiction), the local ILEC there was simultaneously charging the
15 CLEC for transiting calls to the ILEC's wireless affiliate, but refusing to
16 cooperate with the CLEC in establishing direct connections to that wireless
17 affiliate. The CLEC presented a proposal similar to that proposed by Bright
18 House here, and the regulator accepted it.⁶¹ While the matter was on appeal to
19 federal court, the necessary direct connections were established. Later, the federal

⁶¹ See Report and Order, Case No. JRT-2008-AR-0001 (Telecommunications Regulatory Board of Puerto Rico, August 11, 2008); *Centennial Puerto Rico License Corp. v. Telecommunications Regulatory Board*, Civ. Nos. 08-cv-2436, 09-cv-1002 (D.P.R. 2009). As I understand it, the ILEC in that case has appealed the matter to the federal court of appeals with jurisdiction over Puerto Rico. But whatever its exact legal status, in my view the logic of the regulators' decision on this issue is entirely sound.

1 district court approved the regulator's decision. The Puerto Rico ILEC has now
2 appealed the matter to the 1st Circuit, so it technically remains pending. However,
3 the ease with which the direct connections were established once the incentive to
4 do so was established in an interconnection agreement shows that this is an
5 effective and reasonable way to prevent the ILEC from exploiting its position as
6 the "middleman" between a CLEC and the ILEC's own carrier affiliates.

7 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

8 A. The Commission should reject Verizon's position as self-serving and not in the
9 public interest. Bright House's language should be adopted as consistent with the
10 Act's pro-competitive policies.

11 ***Issue 41***

12
13 **Issue #41: Should the ICA contain specific procedures to govern the**
14 **process of transferring a customer between the parties and the**
15 **process of LNP provisioning? If so, what should those**
16 **procedures be?**

17 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #41?**

18 A. A key aspect of facilities-based competition between separate networks, such as
19 that which exists between Bright House and Verizon, is smoothly handling the
20 transfer of a customer from one network to the other when a customer chooses to
21 switch carriers and keep their number. Over the past several years, Bright House
22 has had at least two significant disputes with Verizon regarding such issues. One
23 dispute involved Verizon refusing to port the telephone numbers of customers
24 who were buying Verizon's DSL service on their telephone lines; the other was

1 the dispute regarding Verizon's retention marketing activities based on the use of
2 confidential information Bright House provided to Verizon in connection with
3 arranging for number porting, etc.

4 In these circumstances, Bright House has concluded that it is reasonable and
5 prudent to include in the parties' interconnection agreement an express set of
6 procedures to clearly "choreograph" what happens when a customer moves from
7 one carrier to another. Such a set of procedures will provide a convenient
8 contractual point of reference for the parties' operational personnel. In addition,
9 Bright House has expressly provided that either party may convene negotiations
10 to discuss any issue regarding how to "reasonably, efficiently and safely transfer a
11 Customer/End User" from one party to the other. This sets up a reasonable
12 contractual mechanism for identifying and resolving any disputes or issue that
13 might arise over time.

14 **Q. HAS VERIZON REJECTED BRIGHT HOUSE'S PROPOSAL?**

15 A. Verizon has not objected to any particular element of Bright House's proposal,
16 but has taken the position that the overall idea of a consolidated statement of
17 customer transfer procedures is unnecessary.

18 **Q. CAN YOU GIVE AN EXAMPLE OF WHY THIS TYPE OF**
19 **"CHOREOGRAPHY" OF CUSTOMER TRANSFERS IS IMPORTANT?**

20 A. Certainly. Suppose a customer decides to switch service from Verizon to Bright
21 House and that the service is supposed to be transferred on a Friday. In advance

1 of the installation date, Verizon and Bright House will have coordinated the
2 “porting” of the customer’s number to Bright House. One aspect of that
3 coordination is to establish what is known as a “10-digit trigger” so that the
4 customer will continue to be able to receive calls on their Verizon line, until the
5 porting is actually completed.

6 This matters because sometimes, at the last minute, a customer is unavailable or
7 has to change the install date and so the installation of service by Bright House
8 has to be put off. In that case, the 10-digit-trigger has to remain in place until the
9 installation can be rescheduled.

10 **Q. HOW DOES BRIGHT HOUSE’S LANGUAGE ACCOMMODATE THAT**
11 **NECESSITY?**

12 A. Bright House has proposed language in Section 15.2.4 of the Interconnection
13 Attachment that ensures in those circumstances that the customer’s service will
14 not be disrupted during the period that the installation is rescheduled.
15 Unfortunately, as I understand it, some customers have complained about service
16 disruptions in these circumstances.

17 The attachment regarding the transfer of customers explicitly requires the parties
18 to follow those procedures, but also contains a mechanism by which they can both
19 discuss any issues, and bring any unresolved matters to the Commission for
20 resolution.

1 This is simply one example of why it is important for the parties' ICA to
2 explicitly address the issues surrounding the transfer of customers. This is an
3 important part of the new agreement, and the Commission should accept Bright
4 House's proposal.

5 **Q. WHAT SHOULD THE COMMISSION DO WITH REGARD TO ISSUE**
6 **#41?**

7 A. The Commission should approve Bright House's proposals because they are key
8 to a smooth and transparent transfer of customers between competitors. It seems
9 clear that both parties, as well as consumers, will benefit from having these
10 procedures fully laid out in a single, convenient portion of the parties' agreement.

11 ***Issue 42***

12
13 **Issue #42: Is Bright House entitled to open a Verizon NID and remove**
14 **wiring from the customer side?**

15 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #42?**

16 A. The situation at issue is this: when a customer chooses to take VoIP service from
17 Bright House's cable affiliate, that VoIP service "appears" in the customer's
18 premises in the coaxial cable that would also deliver video, Internet service, etc.
19 A connection is made between that coaxial cable and the preexisting
20 (unregulated) premises telephone wire at that location. That makes the VoIP
21 service "live" on that premises wire. However, unless it is disconnected, that
22 premises wire is *also* connected to Verizon's network, by means of the "Network
23 Interface Device," or NID, typically a small gray box on the side of a home.

1 **Q. IS IT NECESSARY TO DISCONNECT THE VERIZON NETWORK**
2 **WHEN BRIGHT HOUSE IS PROVIDING SERVICE?**

3 A. Yes. As a matter of good engineering practice, it is necessary to disconnect the
4 premises wire from the NID so that there can be no electrical interference or other
5 problems with having two different voice services connected simultaneously to
6 the same premises wire. The way to do this is to open up the NID and, depending
7 on the configuration of the NID itself, either unplug a standard jack that connects
8 the premises wire to Verizon's network or, in some cases, to unscrew two screws
9 per phone line, on the customer's side of the NID. The NID would then be
10 closed.

11 **Q. SINCE THE BRIGHT HOUSE TECHNICIAN WOULD BE**
12 **DISCONNECTING THE VERIZON NETWORK AT THE CUSTOMER**
13 **SIDE OF THE NID, IS THERE ANY PROBLEM WITH THIS**
14 **APPROACH?**

15 A. No. There is no need for any authorization from Verizon or anyone else to
16 perform these functions. The customer already has access to the portions of the
17 NID that can be reached simply by opening up the NID. The customer, therefore,
18 can (and does) authorize Bright House's cable affiliate to perform these functions
19 as part of the installation of service (or performs them him- or herself).
20 Moreover, no part of Verizon's network per se is being used or affected by these
21 actions; they are simply necessary to disconnect deregulated inside wire from the
22 NID.

1 The purpose of Bright House's language on this point is simply to clarify that
2 Bright House or its affiliate may perform these functions without charge. This
3 language will, therefore, eliminate any possibility of dispute on this topic. Bright
4 House's language is as follows:

5 9.8 Due to the wide variety of NIDs utilized by Verizon (based on
6 Customer size and environmental considerations), Bright House
7 may access the Customer's Inside Wiring, acting as the agent of
8 the Customer by any of the following means:
9

10 9.8.1 Where an adequate length of Inside Wiring is present and
11 environmental conditions permit, Bright House **or, at Bright**
12 **House's direction and on its behalf, a Bright House affiliate**
13 **providing facilities used to provide Bright House End Users**
14 **with interconnected VoIP services (for purposes of this Section**
15 **9 of this Attachment, "Bright House") may, without contacting**
16 **Verizon and without charge** remove the Inside Wiring from the
17 Customer's side of the Verizon NID and connect that Inside
18 Wiring to Bright House's NID.
19

20 9.8.2 Where an adequate length of Inside Wiring is not present or
21 environmental conditions do not permit, Bright House may,
22 **without contacting Verizon and without charge**, enter the
23 Customer side of the Verizon NID enclosure for the purpose of
24 removing the Inside Wiring from the terminals of Verizon's NID
25 and connecting a connectorized or spliced jumper wire from a
26 suitable "punch out" hole of such NID enclosure to the Inside
27 Wiring within the space of the Customer side of the Verizon NID.
28 Such connection shall be electrically insulated and shall not make
29 any contact with the connection points or terminals within the
30 Customer side of the Verizon NID.
31

32 As can be seen, this clarifying language will eliminate the possibility of disputes
33 about this topic.

34 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1 A. Verizon has not accepted Bright House's proposal, but I do not understand the
2 basis for their disagreement. Perhaps they will agree to this proposal in their
3 testimony. If not, I will address their position on rebuttal.

4 ***Issue 46***

5
6 **Issue #46: Should Verizon be required to make available to Bright House**
7 **access to house and riser cable that Verizon does not own or**
8 **control but to which it has a legal right of access? If so, under**
9 **what terms?**

10 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #46?**

11 A. "House and riser cable" refers to wiring on the premises of a multi-tenant
12 building, such as an apartment building, that is (usually) on the customer's side of
13 the demarcation point (and therefore unregulated), that runs between floors and in
14 walls, to reach individual units in the building. Although this wiring is normally
15 considered deregulated, and under the control of the building owner, many
16 building owners do not feel comfortable managing any but the most basic
17 telephone wiring. As a result, they sometimes enter into contracts with a phone
18 company, such as Verizon, giving the phone company the authority to manage,
19 repair, etc. the deregulated house and riser cable, even though the ownership of
20 the cable remains with the building owner.

21 Verizon's language regarding this topic appears in Section 7.1 and 7.1.1 of the
22 Network Elements Attachment. Verizon states in Section 7.1.1 that it will
23 provide access to house and riser cable "only if Verizon owns, operates, maintains
24 and controls" it. Bright House proposes to amend that language to cover

1 situations in which Verizon “otherwise has the legal right to provide access to
2 control” the house/riser cable. Moreover, as with the situation regarding NIDs, in
3 Section 7.1 Bright House proposes to make clear that its cable affiliate, providing
4 VoIP service, would be able to make use of this cable.

5 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

6 A. The Commission should accept Bright House’s proposed changes. Without these
7 changes, Verizon will be encouraged to enter into arrangements with building
8 owners in which the house and riser cable is confirmed as unregulated and the
9 property of the owner, but with Verizon delegated by the owner to manager and
10 maintain the wiring. Because Verizon’s original language only obliges it to
11 provide access to wiring that it “owns,” this would create a situation in which
12 Verizon could interfere with its competitors’ access to customers in apartment
13 buildings, condominiums, and similar structures. This would not serve the public
14 interest.

15 ***Issue 49***

16
17 **Issue #49: Are special access circuits that Verizon sells to end users at**
18 **retail subject to resale at a discounted rate?**

19 **Q. WHAT IS THE DISPUTE UNDERLYING ISSUE #49?**

20 A. Under FCC rules and the terms of the Act, Verizon is required to allow CLECs to
21 purchase, at wholesale (that is, discounted) rates, any telecommunications service
22 that Verizon sells “at retail.” Broadly speaking, exchange access services are not
23 provided “at retail” because they are used as an input to Telephone Toll service.

1 That is, the toll carrier sells a finished, end-to-end service to its customer, but to
2 do so the toll carrier buys exchange access service at the originating and
3 terminating ends of the call. In this scenario the toll service is a retail service, but
4 the exchange access service is not.

5 Verizon (and other ILECs as well) offers a large number of services out of its
6 "access" tariff that are not involved in the origination or termination of toll
7 service, and that therefore do not constitute "exchange access" service as that
8 term is defined in the statute. It is therefore quite possible that an "access" service
9 (that is, a service that a customer would buy out of Verizon's "access" tariff) is,
10 nonetheless, a retail service subject to resale, which Verizon must sell to the
11 CLEC at a discounted rate.

12 **Q. IS SPECIAL ACCESS ONE OF THE "ACCESS " SERVICES THAT IS A**
13 **SERVICE SUBJECT TO RESALE?**

14 A. Yes. One such service is point-to-point data services, or special access services,
15 often provided to banks, insurance companies, and others for transmitting data
16 between locations. These point-to-point data services are also used by businesses
17 to obtain direct connections to a provider of Internet access. These special access
18 services are offered at retail and are not used in support of telephone toll service.
19 Again, these services should be available to CLECs at discounted rates, for resale.
20 Bright House has proposed language to modify Section 2.1.5.2 of the pricing
21 attachment to clarify this situation. That section identifies services not subject to
22 the wholesale discount as including:

1 Except as otherwise provided by Applicable Law, Exchange
2 Access services, it being understood and agreed to by the
3 Parties that the provision of point-to-point "Special Access"
4 services to End Users for purposes of data transmission do not
5 constitute "Exchange Access" services for this purpose.

6 This language would clarify that point-to-point data circuits are, indeed available
7 for resale.

8 Verizon has objected to this proposed change.

9 **Q. WHY IS BRIGHT HOUSE'S PROPOSAL REASONABLE?**

10 A. The FCC's rules regarding resale are very clear on this point. 47 C.F.R. § 51.605
11 provides:

12 § 51.605 Additional obligations of incumbent local exchange
13 carriers.

14
15 (a) An incumbent LEC shall offer to any requesting
16 telecommunications carrier any telecommunications service that
17 the incumbent LEC offers on a retail basis to subscribers that are
18 not telecommunications carriers for resale at wholesale rates ...
19

20 (b) For purposes of this subpart, exchange access services, as
21 defined in section 3 of the Act, shall not be considered to be
22 telecommunications services that incumbent LECs must make
23 available for resale at wholesale rates to requesting
24 telecommunications carriers.

25 I earlier discussed the definition of "exchange access services" under the Act,
26 noting that "exchange access" refers to the use of local facilities for the
27 origination and termination of telephone toll services. That is precisely the
28 definition being referred to in the rule quoted above. It follows that the exclusion
29 of "exchange access" services from the resale obligation does not apply to
30 services that are (a) sold at retail, and (b) not used for the origination or

1 termination of toll services. Point-to-point data services, even if they are called
2 “special access” services, are not covered by the exclusion, and are therefore
3 subject to resale, and Verizon must provide these services to Bright House, for
4 that purpose, at discounted rates.

5 **Q. WHAT SHOULD THE COMMISSION DO WITH RESPECT TO ISSUE**
6 **#49?**

7 A. The Commission should adopt Bright House’s proposal.

8 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

9 A. Yes, it does.

DOCKET NO. 090501-TP

EXHIBIT _____ (TJG-1)

CV of Timothy Gates

on behalf of

Bright House Networks Information Services (Florida), LLC

DOCUMENT NUMBER-DATE

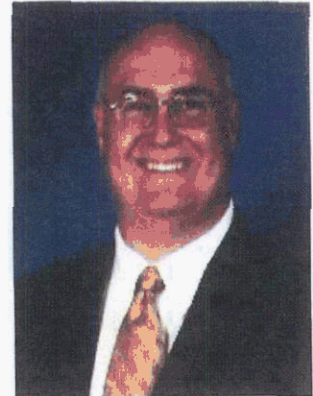
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FPSC-COMMISSION CLERK

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Biography

Mr. Gates is a QSI partner and currently serves as Senior Vice President, managing some of QSI's largest clients. Before joining QSI, Mr. Gates held key management positions over a 15-year period with MCI, Inc.'s Law and Public Policy Group. Mr. Gates has focused on telecommunications issues ranging from costing, pricing, alternative forms of regulation, local entry, and universal service to strategic planning, legislation, and merger and network issues over a telecommunications career spanning 25 years. He has extensive experience working with attorneys, analysts, external consultants, regulators, lobbyists, and company executives on issues associated with the convergence of competition, technologies, services, and companies. Mr. Gates has developed policy positions and advocated those positions before regulatory commissions and legislatures across the nation. During his tenure with MCI, Mr. Gates managed its many external consultants and the associated budget. He has testified in more than 200 proceedings in 45 states and Puerto Rico and before the FCC and the Department of Justice. Mr. Gates is widely recognized in the telecommunications industry as one of the most talented witnesses and witness trainers.

Before joining MCI, Mr. Gates was employed by the Texas Public Utility Commission as a Telephone Rate Analyst in the Telecommunications Division's Engineering Department. Prior to joining the Texas staff, Mr. Gates was employed by the Oregon Public Utility Commission as an Economic Analyst in the Telecommunications Division. Mr. Gates also has experience in the energy industry, having worked with the Bonneville Power Administration (United States Department of Energy), where he was employed as a Financial Analyst. Mr. Gates also spent 10 years in the forest industry in the Northwest, where he held numerous positions of increasing responsibility for International Paper, Weyerhaeuser and the Oregon Department of Forestry.

Educational Background

Master of Management, Emphasis in Finance and Quantitative Methods
Willamette University's Atkinson Graduate School of Management, Salem, Oregon

Bachelor of Science, Forest Management
Oregon State University, Corvallis, Oregon

DOCUMENT NUMBER-DATE

02165 MAR 26 9

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Timothy J Gates

Professional Experience

QSI Consulting, Inc.

2000 – Current
Senior Vice President
Denver, Colorado

MCI Telecommunications

1994 – 1996
Executive Staff Member II
World Headquarters, Washington D.C.

MCI Telecommunications

1988 – 1992
Senior Manager – Legal and Regulatory
Affairs -- Midwest Division
Chicago, Illinois

MCI Telecommunications

1985 – 1986
Financial Analyst III and Senior Staff
Specialist – Southwest Division
Austin, Texas

Public Utility Commission of Oregon

1983 – 1984
Economic Analyst
Salem, Oregon

MCI WorldCom

1996 – 2000
Senior Executive Staff Member
National Public Policy Group
Denver, Colorado

MCI Telecommunications

1992 – 1994
Senior Manager
National Public Policy Group
Chicago, Illinois

MCI Telecommunications

1986 – 1988
Manager of Tariffs and Economic Analysis –
West Division
Denver, Colorado

Public Utility Commission of Texas

1984 – 1985
Engineering Division
Telephone Rate Analyst
Austin, Texas

Bonneville Power Administration

1982 – 1983
Financial Analyst
Portland, Oregon



Timothy J Gates

Expert Testimony – Profile

The information below is Mr. Gates' best effort to identify proceedings wherein he has either provided pre-filed written testimony or provided live testimony or formal comments. This information does not reflect all proceedings, cases, projects or other work done by Mr. Gates.

Before the Alabama Public Service Commission

Docket No. 27867

Adelphia Business Solutions Arbitration with BellSouth Telecommunications

Direct

October 18, 2000

Rebuttal

January 31, 2001

Before the Arizona Corporation Commission

Docket No. T-03654-05-0350, T-01051B-05-0350

In the Matter of Level 3 Communications, LLC Petition for Arbitration with Qwest Corp.

On Behalf of Level 3

Direct

July 15, 2005

Rebuttal

August 15, 2005

Before the Arizona Corporation Commission

Docket No. T-01051B-0454

In the Matter of Qwest Corporation's Amended Renewed Price Regulation Plan

On Behalf of Time Warner Telecom, Inc.

Direct

November 18, 2004

Before the Arizona Corporation Commission

Docket No. T-00000A-03-0369

In the Matter of ILEC Unbundling Obligations as a Result of the Federal Triennial Review Order

On Behalf of WorldCom, Inc. (MCI)

Direct

January 9, 2004

Before the Arizona Corporation Commission

Docket No. T-00000A-00-0194

Phase II – A; Investigation into Qwest's Compliance with Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts

On Behalf of WorldCom, Inc.

Rebuttal

September 2, 2001

Before the Superior Court of Arizona

Case CV 99-20649

Superior Court of Arizona; Count of Maricopa; ESI Ergonomic Solutions, LLC, Plaintiff, vs.

United Artists Theatre Circuit

On Behalf of United Artists Theatre Circuit

Affidavit

February 20, 2001



Timothy J Gates

Before the Arizona Corporation Commission

Docket Nos. T-03654A-00-0882, T-01051B-00-0882

Petition of Level 3 Communications, LLC, for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

January 8, 2001

Before the Arizona Corporation Commission

Docket No. T-00000B-97-238

USWC OSS Workshop

On Behalf of MCI WorldCom, Inc.

Comments

September 20, 1999

Before the Arizona Corporation Commission

Docket No. T-03175A-97-0251

Application of MCImetro Access Transmission Services, Inc. to Expand It's CCN to Provide IntraLATA Services and to Determine that Its IntraLATA Services are Competitive

On Behalf of MCI WorldCom, Inc.

Direct

November 9, 1998

Before the Arizona Corporation Commission

Arizona Corporation Commission Workshop on Special Access Services

On Behalf of MCI

Comments

September 23, 1987

Before the Arizona Corporation Commission

Docket No. R-0000-97-137

Comments to the Universal Service Fund Working Group

On Behalf of MCI

Comments

October 24, 1997

Comments

May 8, 1998

Before the Arizona Corporation Commission

Judgment; Nos. CV 95-14284, CV-96-03355, CV-96-03356, (consolidated).

Affidavit in Opposition to USWC Motion for Partial Summary

On Behalf of MCI

Affidavit

August 21, 1996

Before the Arkansas Public Service Commission

Docket No. 04-0999-U

In the Matter of Level 3 Petition for Arbitration with Southwestern Bell Telephone, L.P. D/B/A

SBC Arkansas

On Behalf of Level 3

Direct

September 7, 2004



Timothy J Gates

Before the California Public Utilities Commission

Case No. C.07-03-008

Complaint of Neutral Tandem, Inc. v. Level 3 Communications, LLC

On Behalf of Level 3

Declaration

Direct

May 7, 2007

May 25, 2007

Before the California Public Utilities Commission

Docket No. A.04-06-004

Petition of Level 3 Communications for Arbitration with SBC

On Behalf of Level 3 Communications LLC

Direct

June 1, 2004

Before the California Public Utilities Commission

Application 00-04-037

Petition of Level 3 Communications for Arbitration of an Interconnection Agreement with Pacific Bell Telephone Company

On Behalf of Level (3) Communications, LLC

Direct

June 5, 2000

Before the California Public Utilities Commission

Application No. 96-09-012

MCI Petition for Arbitration with GTE California, Inc.

On Behalf of MCI

Direct

September 10, 1996

Before the California Public Utilities Commission

Application No. 96-08-068

MCI Petition for Arbitration with Pacific Bell

On Behalf of MCI

Direct

August 30, 1996

Before the Colorado Public Utilities Commission

Docket No. 06F-039T

Adams County E-911 Emergency Telephone Service Authority Complaint Against Qwest

On Behalf of Adams, Arapahoe, Douglas, El Paso, Teller, Jefferson, Larimer Counties & the City of Aurora

Direct

October 24, 2007

Before the Colorado Public Utilities Commission

Docket No. 05B-210T

Petition of Level 3 Communications, LLC for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

July 11, 2005

Rebuttal

December 19, 2005



Timothy J Gates

Before the Colorado Public Utilities Commission

Docket No. 04A-411T

Regarding Application of Qwest for Reclassification and Deregulation of Certain Products and Services

On Behalf of Time Warner Telecom

Direct

February 18, 2005

Before the Colorado Public Utilities Commission

Docket No. 03I-478T

Regarding the Unbundling Obligations of ILECs Pursuant to the Triennial Review Order

On Behalf of WorldCom, Inc. (MCI)

Direct

January 26, 2004

Before the Colorado Public Utilities Commission

Docket No. 99I-577T

US WEST Statement of Generally Available Terms and Conditions

On Behalf of Covad Communications Company, Rhythms Links, Inc., and New Edge Networks, Inc.

Direct

June 27, 2001

Before the District Court, City and County of Denver, State of Colorado

Case No. 99CV8252

Qwest Corporation, Inc., Plaintiff, v. IP Telephony, Inc., Defendant. District Court, City and County of Denver, State of Colorado

On Behalf of IP Telephony

Direct

January 29, 2001

Before the Colorado Public Utilities Commission

Docket No. 00B-601T

Petition of Level 3 Communications, LLC for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

January 4, 2001

Rebuttal

January 16, 2001

Before the Colorado Public Utilities Commission

Docket No. 99R-128T

Proposed Amendments to the Rules on Local Calling Area Standards

On Behalf of MCI WorldCom

Oral Comments before the Commissioners

May 13, 1999

Before the Colorado Public Utilities Commission

Docket No. 98R-426T

Proposed Amendments to the Rules Prescribing IntraLATA Equal Access

On Behalf of MCI WorldCom and AT&T Communications of the Mountain States, Inc.

Comments

November 4, 1998



Timothy J Gates

Before the Colorado Public Utilities Commission

Docket No. 97A-494T

Application of WorldCom, Inc. for Approval to Transfer Control of MCI to WorldCom, Inc.

Affidavit in Response to GTE

May 8, 1998

Before the Colorado Public Utilities Commission

Docket No. 97A-494T

Application of WorldCom, Inc. for Approval to Transfer Control of MCI to WorldCom, Inc.

On Behalf of MCI.

Supplemental Direct

March 10, 1998

Rebuttal

March 26, 1998

Before the Colorado Public Utilities Commission

Docket Nos. 97K-237T, 97F-175T (consolidated) and 97F-212T (consolidated)

Complaint of MCI to Reduce USWC Access Charges to Economic Cost

On Behalf of MCI

Direct

July 18, 1997

Rebuttal

August 15, 1997

Before the Colorado Public Utilities Commission

Docket No. 90A-665T (consolidated)

Application of U S WEST Communications, Inc. To Modify Its Rate and Service Regulation Plan

On Behalf of MCI

Direct

September 26, 1996

Rebuttal

October 7, 1996

Before the Colorado Public Utilities Commission

Docket No. 96A-366T (consolidated)

MCI metro Petition for Arbitration wit U S WEST Communications, Inc.

On Behalf of MCI

Direct

September 6, 1996

Rebuttal

September 17, 1996

Before the Colorado Public Utilities Commission

Docket No. 1766

Investigation and Suspension; Mountain States Telephone and Telegraph Company's Local

Calling Access Plan

On Behalf of MCI

Direct

October 26, 1988

Before the Colorado Public Utilities Commission

Docket No. 1720

Investigation and Suspension; Rate Case of Mountain States Telephone and Telegraph Company

On Behalf of MCI

Direct

December 1, 1986



Timothy J Gates

Before the Connecticut Department of Public Utility Control

Docket No. 07-02-29

Petition of Neutral Tandem, Inc., for Interconnection with Level 3 Communications and Request for Interim Order

On Behalf of Level 3

Direct

May 1, 2007

Before the Connecticut Department of Public Utility Control

Petition of Level 3 Communications, LLC for Arbitration Pursuant to Section 252(b) with Southern New England Telephone Company d/b/a/ SBC Connecticut; Level 3/SNET Arbitration

On Behalf of Level 3 Communications, LLC

Direct

November 2, 2004

Before the Delaware Public Service Commission

Docket No. 92-47

Diamond State Telephone Company's Application for a Rate Increase

On Behalf of MCI

Direct

February 12, 1993

Before the Florida Public Service Commission

Case No. 000475-TP

In Re: Complaint by BellSouth Telecommunications, Inc. Against Thrifty Call, Inc. Regarding Practices in the Reporting of Percent Interstate Usage for Compensation for Jurisdictional Access Service.

On Behalf of Thrifty Call

Direct

February 7, 2008

Rebuttal

March 3, 2008

Before the Florida Public Service Commission

Docket Nos. 050119-TP/050125-TP

Petition and Complaint for Suspension and Cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC

On Behalf of CompSouth

Direct

December 19, 2005

Rebuttal

January 30, 2006

Before the Florida Public Service Commission

Docket No. 031047-TP

Petition of KMC Telecom for Arbitration with Sprint Communications: On Behalf of KMC Telecom III, L.L.C, KMC Telecom V, Inc., and KMC Data, L.L.C.

Direct

June 11, 2004

Rebuttal

July 9, 2004



Timothy J Gates

Before the Florida Public Service Commission

Docket No. 000084-TP

Petition of BellSouth for Arbitration with US LEC of Florida Inc.

On Behalf of US LEC

Direct

October 13, 2000

Rebuttal

October 27, 2000

Before the Florida Public Service Commission

Docket No. 000907-TP

Petition of Level 3 for Arbitration with BellSouth

On Behalf of Level 3.

Direct

October 5, 2000

Rebuttal

November 1, 2000

Before the Florida Public Service Commission

Docket No. 930330-TP

Investigation into IntraLATA Presubscription

On Behalf of MCI

Direct

July 1, 1994

Before the Georgia Public Service Commission

Docket No. 27830-U

Petition of Charter Fiberlink – Georgia, LLC for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b)

On Behalf of Charter Fiberlink

Direct

November 20, 2009

Rebuttal

December 18, 2009

Before the Georgia Public Service Commission

Docket No. 24844

Petition of Neutral Tandem for the Establishment of Interconnection with Level 3

On Behalf of Level 3

Direct

April 13, 2007

Rebuttal

April 24, 2007

Before the Georgia Public Service Commission

Docket No. 12645-U

Petition of Level 3 for Arbitration with BellSouth

On Behalf of Level 3

Direct

December 6, 2000

Rebuttal

December 20, 2000

Before the Idaho Public Utilities Commission

Case No. QWE-T-05-11

In the Matter of Level 3 Communications, LLC Petition for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

August 12, 2005

Rebuttal

September 16, 2005



Timothy J Gates

Before the Idaho Public Utilities Commission

Case No. GNR-T-02-16

Petition of Potlatch, CenturyTel, the Idaho Telephone Association for Declaratory Order Prohibiting the Use of "Virtual NXX Calling"

On Behalf of Level 3, AT&T, WorldCom, and Time Warner Telecom
Comments/Presentation

November 25, 2002

Before the Idaho Public Utilities Commission

Case No. U-1500-177

Investigation of the Universal Local Access Service Tariff

On Behalf of MCI

Direct

March 17, 1988

Rebuttal

April 26, 1988

Before the Idaho Public Utilities Commission

Case No. U-1150-1

Petition of MCI for a Certificate of Public Convenience and Necessity

On Behalf of MCI

Direct

November 20, 1987

Before the Illinois Commerce Commission

Docket No. 07-0277

Complaint of Neutral Tandem, Inc. v. Level 3 Communications, LLC

On Behalf of Level 3

Direct

May 15, 2007

Before the Illinois Commerce Commission

Docket No. 04-0428

Level 3 Petition for Arbitration to Establish an Interconnection Agreement with Illinois Bell Telephone Company

On Behalf of Level (3) Communications, LLC

Direct

June 22, 2004

Direct

September 3, 2004

Before the Illinois Commerce Commission

Docket No. 00-0332

Level 3 Petition for Arbitration to Establish and Interconnection Agreement with Illinois Bell Telephone Company

On Behalf of Level (3) Communications, LLC

Direct

May 30, 2000

Supplemental Verified Statement

July 11, 2000

Before the Illinois Commerce Commission

Docket No. 93-0044

Complaint of MCI and LDDS re Illinois Bell Additional Aggregated Discount and Growth Incentive Discount Services

On Behalf of MCI and LDDS.

Direct

November 18, 1993

Rebuttal

January 10, 1994



Timothy J Gates

Before the Illinois Commerce Commission

Case No. 90-0425

Presentation to the Industry Regarding MCI's Position on Imputation.

July 29, 1991

Before the Illinois Commerce Commission

Docket No. 83-0142

Industry presentation to the Commission re Docket No. 83-0142 and issues for next generic access docket re the Imputation Trial and Unitary Pricing/Building Blocks

On Behalf of MCI

Comments

November 19, 1990

Before the Illinois Commerce Commission

Docket No. 88-0091

IntraMSA Dialing Arrangements

On Behalf of MCI

Direct

November 22, 1989

Rebuttal

February 9, 1990

Before the Illinois Commerce Commission

Docket No. 89-0033

Illinois Bell Telephone Company's Rate Restructuring

On Behalf of MCI

Direct

May 3, 1989

Rebuttal

July 14, 1989

Before the Illinois Commerce Commission

Docket No. 83-0142

Appropriate Methodology for Intrastate Access Charges Regarding ICTC's Access Charge Proposal

On Behalf of MCI

Surrebuttal

February 16, 1989

Before the Illinois Commerce Commission

Docket No. 83-0142

Appropriate Methodology for Intrastate Access Charges Regarding Toll Access

On Behalf of MCI

Rebuttal

January 16, 1989

Before the Indiana Utility Regulatory Commission

Cause No. 43462

Petition of Comcast Phone of Central Indiana, LLC for Arbitration with United Telephone Companies of Indiana (DBA Embarq);

On Behalf of Comcast

Direct

May 23, 2008

Rebuttal

June 12, 2008



Timothy J Gates

Before the Indiana Utility Regulatory Commission

Cause No. 43299

Complaint of Neutral Tandem, Inc. and Neutral Tandem – Indiana, LLC Against Level 3 Communications, LLC, Concerning Interconnection with Level 3 Communications, LLC

On Behalf of Level 3

Reply

July 23, 2007

Before the Indiana Utility Regulatory Commission

Cause No. 42663-INT-01

In the Matter of Level 3 Communications, LLC Petition for Arbitration with SBC Indiana

On Behalf of Level 3 Communications, LLC

Direct

September 2, 2004

Rebuttal

October 5, 2004

Before the Indiana Utility Regulatory Commission

Cause No. 39032

MCI Request for IntraLATA Authority

On Behalf of MCI

Direct

October 25, 1990

Rebuttal

April 4, 1991

Before the Indiana Utility Regulatory Commission

Cause No. 38560

Reseller Complaint Regarding 1+ IntraLATA Calling

On Behalf of MCI

Direct

June 29, 1989

Before the Indiana Utility Regulatory Commission

Cause No. 37905

Intrastate Access Tariffs -- Parity with Federal Rates

On Behalf of MCI

Direct

June 21, 1989

Before the Indiana Utility Regulatory Commission

Cause No. 38561

Deregulation of Customer Specific Offerings of Indiana Telephone Companies

On Behalf of MCI Regarding Staff Reports.

Direct

April 14, 1989

Before the Indiana Utility Regulatory Commission

Cause No. 38561

Deregulation of Customer Specific Offerings of Indiana Telephone Companies

On Behalf of MCI Regarding GTE

Direct

December 16, 1988



Timothy J Gates

Before the Indiana Utility Regulatory Commission

Cause No. 38561

Deregulation of Customer Specific Offerings of Indiana Telephone Companies

On Behalf of MCI

Direct

October 28, 1988

Before the Iowa Utilities Board

Docket No. INU-08-2

In the Matter of 360networks (USA), Inc., LH Telecom, Inc. and McLeod Telecommunications Services, Inc. Against Qwest Corporation re Wire Center Impairment

On Behalf of the CLECs

Direct

February 23, 2009

Before the Iowa Utilities Board

Docket No. FCU-06-42

In the Matter of Coon Creek Telecommunications Corp. Complaint Against Iowa Telecommunications Services

On Behalf of CCTC

Direct

July 14, 2006

Rebuttal

August 21, 2006

Before the Iowa Utilities Board

Docket No. ARB-05-4

In the Matter of Level 3 Communications, LLC Petition for Arbitration with Qwest

On Behalf of Level 3

Direct

July 20, 2005

Rebuttal

August 12, 2005

Surrebuttal

August 24, 2005

Before the Iowa Utilities Board

Docket Nos. INU-03-4, WRU-03-61

In Re: Qwest Corporation

Sworn Counter Statement of Position on Behalf of MCI

December 15, 2003

Before the Iowa Utilities Board

Docket Nos. INU-03-4, WRU-03-61

In Re: Qwest Corporation

Sworn Statement of Position on Behalf of MCI

November 14, 2003

Before the Iowa Utilities Board

Docket NOI-99-1

Universal Service Workshop; Responded to questions posed by the Staff of the Board during one day workshop

On Behalf of MCIW and AT&T

Comments

October 27, 1999



Timothy J Gates

Before the Iowa Utilities Board

Docket NOI-99-1

Universal Service Workshop; Participated on numerous panels during two day workshop

On Behalf of MCI WorldCom

Comments

June 8, 1999

Before the Iowa Utilities Board

Docket No. NOI-90-1

Presentation on Imputation of Access Charges and the Other Costs of Providing Toll Services

On Behalf of MCI

Presentation

October 3, 1991

Before the Iowa Utilities Board

Docket No. RPU-91-4

Investigation of the Earnings of U S WEST Communications, Inc.

On Behalf of MCI

Direct

September 25, 1991

Rebuttal

November 5, 1991

Supplemental

December 23, 1991

Rebuttal

January 10, 1992

Surrebuttal

January 20, 1992

Before the Iowa Utilities Board

Docket No. RPU-88-1

Regarding the Access Charges of Northwestern Bell Telephone Company

On Behalf of MCI

Direct

September 20, 1988

Before the Iowa Utilities Board

Docket No. RPU 88-6

IntraLATA Competition in Iowa

On Behalf of MCI

Direct

September 1, 1988

Before the Kansas Corporation Commission

Docket No. 04-L3CT-1046-ARB

In the Matter of Arbitration Between Level 3 Communications LLC and SBC Communications

On Behalf of Level 3 Communications, LLC

Direct

August 31, 2004

Before the Kansas Corporation Commission

Docket No. 181,097-U

General Investigation into IntraLATA Competition within the State of Kansas

On Behalf of MCI

Direct

June 10, 1992

Rebuttal

September 16, 1992



Timothy J Gates

Before the Kentucky Public Service Commission

Case No. 2000-477

Petition of Adelphia Business Solutions for Arbitration with BellSouth

On Behalf of Adelphia

Direct

January 12, 2001

Before the Kentucky Public Service Commission

Case No. 2000-404

Petition of Level 3 Communications, LLC for Arbitration with BellSouth

On Behalf of Level 3

Direct

December 21, 2000

Before the Kentucky Public Service Commission

Administrative Case No. 323

Phase I; An Inquiry into IntraLATA Toll Competition, an Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality

On Behalf of MCI

Direct

May 20, 1993

Before the Louisiana Public Service Commission

Docket No. U-25301

Petition of Adelphia Business Solutions for Arbitration with BellSouth

On Behalf of Adelphia

Direct

December 28, 2000

Rebuttal

January 5, 2001

Before the Maryland Public Service Commission

Case No. 8879

Rates for Unbundled Network Elements Pursuant to the Telecommunications Act of 1996

Testimony on behalf of the Staff of the Public Service Commission of Maryland

Rebuttal

September 5, 2001

Surrebuttal

October 15, 2001

Before the Maryland Public Service Commission

Case No. 8585

Competitive Safeguards Required re C&P's Centrex Extend Service

On Behalf of MCI

Rebuttal

June 2, 1994

Before the Maryland Public Service Commission

Case No. 8585

Re Bell Atlantic Maryland, Inc.'s Transmittal No. 878

On Behalf of MCI

Direct

May 19, 1994



Timothy J Gates

Before the Maryland Public Service Commission

Case No. 8585

Competitive Safeguards Required re C&P's Centrex Extend Service

On Behalf of MCI

Direct

November 12, 1993

Rebuttal

January 14, 1994

Before the Massachusetts Department of Telecommunications and Energy

D.P.U. 93-45

New England Telephone Implementation of Interchangeable NPAs

On Behalf of MCI

Direct

April 22, 1993

Rebuttal

May 10, 1993

Before the Michigan Public Service Commission

Case No. U-15230

Complaint and Application for Emergency Relief by Neutral Tandem Inc. for Interconnection with Level 3 Communications

On Behalf of Level 3

Direct

June 26, 2007

Before the Michigan Public Service Commission

Case No. U-14152

Petition of Level 3 Communications LLC for Arbitration with SBC Michigan

On Behalf of Level 3 Communications, LLC

Direct

June 1, 2004

Before the Michigan Public Service Commission

Case No. U-12528

In the Matter of the Implementation of the Local Calling Area Provisions of the MTA

On Behalf of Focal Communications, Inc.

Rebuttal

September 27, 2000

Before the Michigan Public Service Commission

Case No. U-12460

Petition of Level 3 Communications for Arbitration to Establish an Interconnection Agreement with Ameritech Michigan

On Behalf of Level (3) Communications, LLC

Direct

June 8, 2000

Before the Michigan Public Service Commission

Case No. U-12321

AT&T Communications of Michigan, Inc. Complainant v. GTE North Inc. and Contel of the South, Inc., d/b/a GTE Systems of Michigan

On Behalf of AT&T.

Direct (Adopted Testimony of Michael Starkey)

February 16, 2000

Rebuttal

May 11, 2000



Timothy J Gates

Before the Michigan Public Service Commission

Case No. U-10138 (Reopener)

MCI v Michigan Bell and GTE re IntraLATA Equal Access

On Behalf of MCI

Direct

July 22, 1993

Before the Michigan Public Service Commission

Case No. U-10138

MCI v Michigan Bell and GTE re IntraLATA Equal Access

On Behalf of MCI

Direct

July 31, 1992

Rebuttal

November 17, 1992

Before the Michigan Public Service Commission

Case No. U-8987

Michigan Bell Telephone Company Incentive Regulation Plan

On Behalf of MCI

Direct

June 30, 1989

Before the Michigan Public Service Commission

Case Nos. U-9004, U-9006, U-9007 (Consolidated)

Industry Framework for IntraLATA Toll Competition

On Behalf of MCI

Direct

September 29, 1988

Rebuttal

November 30, 1988

United States District Court; District of Minnesota; Fourth Division – Minneapolis

Tekstar Communications, Inc., Plaintiff v. Sprint Communications Company L.P., Defendant.

Court File No. 08-cv-1130 (JNE/RLE); Complaint of Tekstar against Sprint for Nonpayment of Tariffed Charges.

On Behalf of Tekstar

Expert Report

April 20, 2009

Before the Minnesota Public Utilities Commission

PUC Docket No. P-5535, 421/M-08-952

In the Matter of a Petition of Charter Fiberlink LLC for Arbitration with Qwest

On Behalf of Charter Fiberlink LLC

Direct

October 24, 2008

Rebuttal

December 12, 2008

Before the Minnesota Public Utilities Commission

Docket No. P-3123, 430/M-08-570

In the Matter of a Petition of Comcast Phone of Minnesota, Inc., for Arbitration of an Interconnection Agreement with Embarq

On Behalf of Comcast

Direct

August 5, 2008

Reply

August 26, 2008



Timothy J Gates

Before the Minnesota Public Utilities Commission

Docket No. P-5733/C-07-296

In the Matter of a Complaint and Request for Expedited Hearing of Neutral Tandem, Inc. Against Level 3 Communications, LLC & In the Matter of the Application of Level 3 Communications, LLC to Terminate Services to Neutral Tandem, Inc. (Consolidated)

On Behalf of Level 3

Direct

June 14, 2007

Reply

July 24, 2007

Before the Minnesota Public Utilities Commission

Docket No.: P-999/CI-03-961

In the Matter of the Commission Investigation into ILEC Unbundling Obligations as a Result of the Federal Triennial Review Order

On Behalf of WorldCom, Inc. (MCI)

Direct

January 23, 2004

Before the Minnesota Public Utilities Commission

Docket Nos. P-442, 421, 3012/M-01-1916; P-421/C1-01-1375; OAH Docket No. 12-2500-14490

Commission Investigation of Qwest's Pricing of Certain Unbundled Network Elements

On Behalf of McLeod USA Telecommunications Services, Inc., Eschelon Telecom of Minnesota, Inc., US Link, Inc., Northstar Access, LLC, Otter Tail Telecomm LLC, VAL-Ed Joint Venture, LLP, dba 702 Communications

Rebuttal

April 18, 2002

Before the Minnesota Public Utilities Commission

Docket No. P-999/R-97-609

Universal Service Group

On Behalf of MCI WorldCom, Inc. and AT&T Communications
Comments

September 28, 1999

Before the Minnesota Public Utilities Commission

USWC OSS Workshop; re OSS Issues

On Behalf of MCI WorldCom, Inc.

Comments

September 14-16, 1999

Before the Minnesota Public Utilities Commission

Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; and P-3167, 421/M-96-729 (consolidated)

Petition for Arbitration with U S WEST Communications, Inc

On Behalf of MCI

Direct

September 20, 1996

Rebuttal

September 30, 1996



Timothy J Gates

Before the Minnesota Public Utilities Commission

Docket Nos. P-999/CI-85-582, P-999/CI-87-697 and P-999/CI-87-695

In the Matter of an Investigation into IntraLATA Equal Access and Presubscription; Comments of MCI on the Report of the Equal Access and Presubscription Study Committee

On Behalf of MCI

Comments

September 7, 1993

Before the Minnesota Public Utilities Commission

Docket No. P-421/CI-86-88

Summary Investigation into Alternative Methods for Recovery of Non-traffic Sensitive Costs

On Behalf of MCI

Comments to the Commission

January 30, 1987

Before the Mississippi Public Service Commission

Docket No. 2000-AD-846

Petition of Adelphia Business Solutions for Arbitration with BellSouth Telecommunications

On Behalf of Adelphia

Direct

February 2, 2001

Rebuttal

February 16, 2001

Before the Missouri Public Service Commission

Case No. TO-2009-0037

Petition of Charter Fiberlink Missouri, LLC for Arbitration of an Interconnection Agreement with CenturyTel of Missouri, LLC.

On Behalf of Charter Fiberlink LLC

Direct

September 30, 2008

Rebuttal

October 21, 2008

Before the Montana Public Service Commission

Docket No. D97.10.191

Application of WorldCom, Inc. for Approval to Transfer Control of MCI Communications Corporation to WorldCom, Inc.

On Behalf of MCI

Rebuttal

May 12, 1998

Amended Rebuttal

June 1, 1998

Before the Montana Public Service Commission

Docket No. 88.1.2

Rate Case of Mountain States Telephone and Telegraph Company

On Behalf of MCI

Direct

September 12, 1988

Before the Montana Public Service Commission

Docket No. 86.12.67

Rate Case of AT&T Communications of the Mountain States, Inc.

On Behalf of MCI

Direct

May 1, 1987



Timothy J Gates

Before the Nebraska Public Service Commission

Application No. C-749

Application of United Telephone Long Distance Company of the Midwest for a Certificate of Public Convenience and Necessity

On Behalf of MCI

Direct

March 31, 1988

Before the Nebraska Public Service Commission

Application No. C-627

Nebraska Telephone Association Access Charge Proceeding

On Behalf of MCI

Direct

November 6, 1986

Before the New Hampshire Public Utilities Commission

Docket No. DT 00-223

Investigation Into Whether Certain Calls are Local

On Behalf of BayRing Communications

Direct

January 12, 2001

Rebuttal

April 5, 2002

Before the New Hampshire Public Utilities Commission

Docket DE 93-003

Investigation into New England Telephone's Proposal to Implement Seven Digit Dialing for Intrastate Toll Calls

On Behalf of MCI

Direct

April 30, 1993

Before the New Jersey Board of Public Utilities

Docket Nos. TX90050349, TE92111047, and TE93060211

Petitions of MCI, Sprint and AT&T for Authorization of IntraLATA Competition and Elimination of Compensation

On Behalf of MCI

Direct

April 7, 1994

Rebuttal

April 25, 1994

Before the New Jersey Board of Public Utilities

Docket No. TX93060259

Notice of Pre-Proposal re IntraLATA Competition; Response to the Board of Regulatory Commissioners

On Behalf of MCI

Comments

September 15, 1993

Reply Comments

October 1, 1993

Before the New Mexico Public Regulation Commission

Case Nos. 09-00094-UT

Development of an Alternative Form of Regulation Plan for Qwest Corporation

On Behalf of the New Mexico Attorney General

Direct

May 22, 2009

Response

June 24, 2009



Timothy J Gates

Before the New Mexico Public Regulation Commission

Case Nos. 08-00326-UT/08-00197-UT

Objections to Qwest Residence and Business Competitive Response Program

On Behalf of the New Mexico Attorney General

Direct

December 5, 2008

Before the New Mexico Public Regulation Commission

Case No. 06-00325-UT

Settlement Agreement

On Behalf of the New Mexico Attorney General

Direct

December 15, 2006

Before the New Mexico Public Regulation Commission

Case No. 05-00094-UT (Phase II)

*In the Matter of the Implementation and Enforcement of Qwest Corporation's Amended
Alternative Form of Regulation*

On Behalf of the New Mexico Attorney General

Direct

July 24, 2006

Direct (on proposed settlement agreement)

September 25, 2006

Before the New Mexico Public Regulation Commission

Case No. 05-00466-UT

In the Matter of the Development of an Alternative Form of Regulation for Qwest Corporation

On Behalf of the New Mexico Attorney General

Direct

February 24, 2006

Rebuttal

March 31, 2006

Before the New Mexico Public Regulation Commission

Case No. 05-00484-UT

In the Matter of Level 3 Communications, LLC's Petition for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

December 15, 2005

Before the New Mexico Public Regulation Commission

Case No. 05-00094-UT

*In the Matter of the Implementation and Enforcement of Qwest Corporation's Amended
Alternative Form of Regulation*

On Behalf of the New Mexico Attorney General

Direct

December 5, 2005

Before the New Mexico Public Regulation Commission

Case No. 05-00211-UT

*In the Matter of a Notice of Inquiry to Develop a Rule to Implement House Bill 776, Relating to
Access Charge Reform*

On Behalf of MCI

Oral Comments

September 14, 2005



Timothy J Gates

Before the New Mexico Public Regulation Commission

Case No. 00108-UT

Regarding Unfiled Agreements between Qwest Corporation and Competitive Local Exchange Carriers

On Behalf of Time Warner Telecom

Direct

May 11, 2004

Before the New Mexico Public Regulation Commission

Case Nos. 03-00403-UT and 03-00404-UT

Triennial Review Proceedings (Batch Hot Cut and Local Circuit Switching)

On Behalf of WorldCom, Inc. (MCI).

Direct

February 9, 2004

Before the New Mexico Public Regulation Commission

Utility Case No. 3495, Phase B

Consideration of Costing and Pricing Rules for OSS, Collocation, Shared Transport, Nonrecurring Charges, Spot Frames, Combination of Network Elements and Switching

On Behalf of the Staff of the New Mexico Public Regulation Commission

Direct

September 16, 2002

Before the New Mexico Public Regulation Commission

Docket No. 95-572-TC

Petition of AT&T for IntraLATA Equal Access

On Behalf of MCI

Rebuttal

August 30, 1996

Before the New Mexico Public Regulation Commission

Docket No. 87-61-TC

Application of MCI for a Certificate of Public Convenience and Necessity

On Behalf of MCI

Direct

September 28, 1987

Before the New York Public Service Commission

Case No. 07-C-0233

Petition of Neutral Tandem for Interconnection with Level 3 Communications, LLC and Request for Interim Order

On Behalf of Level 3

Direct

March 23, 2007

Before the New York Public Service Commission

Case No. 28425

Comments of MCI Telecommunications Corporation on IntraLATA Presubscription

On Behalf of MCI

Initial Comments

Reply Comments

April 30, 1992

June 8, 1992



Timothy J Gates

Before the North Carolina Public Utilities Commission

Docket No. P-886, SUB 1

Petition of Adelphia Business Solutions or North Carolina, LP for Arbitration with BellSouth

On Behalf of Adelphia

Direct

October 18, 2000

Rebuttal

December 8, 2000

Before the North Carolina Public Utilities Commission

Docket No. P779 SUB4

Petition of Level (3) Communications, LLC for Arbitration with Bell South

On Behalf of Level (3) Communications, LLC

Direct

August 4, 2000

Rebuttal

September 18, 2000

Before the North Dakota Public Service Commission

Case No. PU-08-97

Midcontinent Communications v. Consolidated Telecom -- Arbitration

On Behalf of Midcontinent

Direct

July 21, 2008

Before the North Dakota Public Service Commission

Case Nos. PU-08-61, PU-08-176, Consolidated

Midcontinent Communications v. Missouri Valley Communications, Inc. -- Arbitration

On Behalf of Midcontinent

Direct

July 2, 2008

Before the North Dakota Public Service Commission

Case No. PU-05-451

Midcontinent Communications v. North Dakota Telephone Company

On Behalf of Midcontinent

Direct

December 21, 2005

Rebuttal

January 16, 2006

Before the North Dakota Public Service Commission

Case No. PU-2342-01-296

Qwest Corporation Price Investigation

On Behalf of the CLEC Coalition (US Link, Inc., VAL-ED Joint Venture LLP d/b/a 702

Communications, McLeodUSA Telecommunications, Inc. and IdeaOne Telecom Group, LLC)

Direct

May 2, 2003

Before the North Dakota Public Service Commission

Case No. PU-2065-02-465

Petition of Level 3 for Arbitration with SRT Communications Cooperative

On Behalf of Level (3) Communications, LLC

Direct

December 4, 2002



Timothy J Gates

Before the North Dakota Public Service Commission

Case No. PU-2320-90-183

Implementation of SB 2320 -- Subsidy Investigation

On Behalf of MCI

Direct

Rebuttal

June 24, 1991

October 24, 1991

Before the Public Utilities Commission of Ohio

Case No. 04-35-TP-COI

In the Matter of the Implementation of the FCC's Triennial Review Regarding Local Circuit

Switching in the Cincinnati Bell Telephone Company's Mass Market

On Behalf of AT&T

Direct

February 26, 2004

Before the Oklahoma Corporation Commission

Cause No. 28713

Application of MCI for Additional CCN Authority to Provide IntraLATA Services

On Behalf of MCI

Direct

Rebuttal

April 2, 1992

June 22, 1992

Before the Oregon Public Utility Commission

Docket No. ARB 665

In the Matter of Level 3 Communications, LLC Petition for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

Rebuttal

August 12, 2005

September 6, 2005

Before the Oregon Public Utility Commission

Docket No. UM 1058

Investigation into the Use of Virtual NPA/NXX Calling Patterns

On Behalf of Level (3) Communications, LLC

Comments/Presentation

November 6, 2002

Before the Oregon Public Utility Commission

Docket No. ARB 9

Interconnection Contract Negotiations Between MCImetro and GTE

On Behalf of MCI

Direct

Rebuttal

October 11, 1996

November 5, 1996

Before the Oregon Public Utility Commission

Docket ARB3/ARB6

Petition of MCI for Arbitration with U S WEST Communications, Inc

On Behalf of MCI

Direct

September 6, 1996



Timothy J Gates

Before the Oregon Public Utility Commission

Docket No. AR 154

Administrative Rules Relating to the Universal Service Protection Plan

On Behalf of MCI

Rebuttal

October 31, 1986

Before the Oregon Public Utility Commission

Docket No. UT 17

Pacific Northwest Bell Telephone Company Business Measured Service

On Behalf of the Public Utility Commissioner of Oregon

Direct

Rebuttal

April 23, 1984

May 7, 1984

Before the Oregon Public Utility Commission

Docket No. UT 9

Pacific Northwest Bell Telephone Company Business Measured Service

On Behalf of the Public Utility Commissioner of Oregon

Direct

October 27, 1983

Before the Pennsylvania Public Utility Commission

Docket No. A-310190

Petition of Comcast Business Communications, LLC d/b/a Comcast Long Distance for Arbitration of an Interconnection Agreement with The United Telephone Company of Pennsylvania LLC d/b/a Embarq Pennsylvania Pursuant to Section 252 of the Federal Communications Act of 1934 as Amended, and Applicable State Law

On Behalf of Comcast

Direct

Rebuttal

June 6, 2008

July 9, 2008

Before the Pennsylvania Public Utility Commission

Docket Nos. A-310922F7003/A-310922F7038

Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions with the RTCC, the PTA and the Frontier Companies

On Behalf of Core

Direct

Rebuttal

Surrebuttal

December 7, 2007

February 5, 2008

March 4, 2008

Before the Pennsylvania Public Utility Commission

Docket No. A-310922F7004

Petition of Core Communications, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 USC §252(b) with Windstream Pennsylvania, Inc. f/k/a Alltel

On Behalf of Core

Direct

Rebuttal

August 17, 2007

September 6, 2007



Timothy J Gates

Before the Pennsylvania Public Utility Commission

Docket No. A-310922F7002

Petition of Core Communications, Inc. for Arbitration with the United Telephone Company of Pennsylvania d/b/a Embarq

On Behalf of Core

Direct

April 27, 2007

Rebuttal

June 4, 2007

Before the Pennsylvania Public Utility Commission

Docket No. C-20028114

Level 3 Communications, LLC v. Marianna & Scenery Hill Telephone Company

On Behalf of Level (3) Communications, LLC

Direct

September 5, 2002

Before the Pennsylvania Public Utility Commission

Docket No. I-00940034

Investigation Into IntraLATA Interconnection Arrangements (Presubscription)

On Behalf of MCI

Direct

December 9, 1994

Puerto Rico Telecommunications Board

Case No. JRT-2003-SC-2002

In the Matter of Regulation of Transit Traffic Service in Puerto Rico

On Behalf of Centennial Puerto Rico License Corp.

Affidavit

December 15, 2008

Puerto Rico Telecommunications Board

Case Nos. JRT-2008-AR-0001

Petition of Centennial Puerto Rico License Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Puerto Rico Telephone Company.

On Behalf of Centennial Puerto Rico License Corp.

Direct

June 9, 2008

Rebuttal

July 7, 2008

Puerto Rico Telecommunications Board

Case Nos. JRT-2005-Q-0121, JRT-2005-Q-0128, JRT-2003-Q-0297, JRT-2004-Q-0068

Telefonica Larga Distancia de Puerto Rico, Inc., Worldnet Telecommunications, Inc., Sprint Communications Company, LP, and AT&T of Puerto Rico, Inc., v. Puerto Rico Telephone Company, Inc.

On Behalf of Centennial Puerto Rico License Corporation

Direct

January 19, 2006

Before the Rhode Island Public Utilities Commission

Docket No. 2089

Dialing Pattern Proposal Made by the New England Telephone Company

On Behalf of MCI

Direct

April 30, 1993



Timothy J Gates

Before the South Carolina Public Service Commission

Docket No. 2000-516-C

Adelphia Business Solutions of South Carolina, Inc. Arbitration with BellSouth Telecommunications

On Behalf of Adelphia

Direct

November 22, 2000

Rebuttal

December 14, 2000

Before the South Carolina Public Service Commission

Docket No. 2000-0446-C

US LEC of South Carolina Inc. Arbitration with BellSouth Telecommunications

On Behalf of US LEC

Direct

October 20, 2000

Before the South Dakota Public Utilities Commission

Docket No. TC01-098

Determining Prices for Unbundled Network Elements (UNEs) in Qwest's Statement of Generally Available Terms (SGAT)

On Behalf of the Staff of the Public Utilities Commission

Direct

June 16, 2003

Before the South Dakota Public Utilities Commission

Docket No. TC03-057

Application of Qwest to Reclassify Local Exchange Services as Fully Competitive

On Behalf of WorldCom, Inc., Black Hills FiberCom and Midcontinent Communications

Direct

May 27, 2003

Before the South Dakota Public Utilities Commission

Docket No. F-3652-12

Application of Northwestern Bell Telephone Company to Introduce Its Contract Toll Plan

On Behalf of MCI

Direct

November 11, 1987

Before the Tennessee Regulatory Authority

Docket No. 00-00927

Petition of Adelphia Business Solutions for Arbitration with BellSouth Telecommunications

On Behalf of Adelphia

Direct

January 31, 2001

Rebuttal

February 7, 2001

Before the Texas Public Utilities Commission

PUC Case No. 35869

Petition of Charter Fiberlink TX-CCO, LLC for Arbitration of Interconnection Agreement with CenturyTel of Lake Dallas, Inc.

On Behalf of Charter Fiberlink LLC

Direct

October 3, 2008

Rebuttal

October 17, 2008



Timothy J Gates

Before the Texas Public Utilities Commission

PUC Docket No. 35402

Petition of Comcast Phone of Texas, LLC for Arbitration with United Telephone Company of Texas, Inc. d/b/a Embarq Pursuant to Section 252 of the Federal Communications Act of 1934, as Amended, and Applicable State Laws.

On Behalf of Comcast

Direct

April 14, 2008

Rebuttal

April 28, 2008

Before the Texas Public Utilities Commission

PUC Docket No. 28821

Arbitration of Non-costing Issues for Successor Interconnection Agreement to the Texas 271 Agreement

On Behalf of KMC Telecom III, LLC, KMC Telecom V, Inc. (d/b/a KMC Network Services, Inc.), and KMC Data, LLC

Direct

July 19, 2004

Rebuttal

August 23, 2004

Before the Texas Public Utilities Commission

PUC Docket No. 26431

Petition of Level 3 for Arbitration with CenturyTel of Lake Dallas, Inc. and CenturyTel of San Marcos, Inc.

On Behalf of Level (3) Communications, LLC

Direct

October 10, 2002

Reply

October 16, 2002

Before the Texas Public Utilities Commission

PUC Docket No. 22441

Petition of Level 3 for Arbitration with Southwestern Bell Telephone Company

On Behalf of Level (3) Communications, LLC

Direct

June 5, 2000

Rebuttal

June 12, 2000

Before the Utah Public Service Commission

Docket No. 03-999-04

In the Matter of a Proceeding to Address Actions Necessary to Respond to the FCC's Triennial Review Order

On Behalf of WorldCom, Inc. (MCI)

Direct

January 13, 2004

Before the Utah Public Service Commission

Docket No. 00-999-05

In the Matter of the Investigation of Inter-Carrier Compensation for Exchanged ESP Traffic

On Behalf of Level 3 Communications, LLP

Direct

February 2, 2001



Timothy J Gates

Before the Utah Public Service Commission

Docket No. 97-049-08

USWC Rate Case

On Behalf of MCI

Surrebuttal

Revised Direct

September 3, 1997

September 29, 1997

Before the Utah Public Service Commission

Docket No. 96-095-01

MCImetro Petition for Arbitration with USWC Pursuant to 47 U.S.C. Section 252

On Behalf of MCI

Direct

Rebuttal

November 8, 1996

November 22, 1996

Before the Utah Public Service Commission

Case No. 83-999-11

Investigation of Access Charges for Intrastate InterLATA and IntraLATA Telephone Services

On Behalf of MCI

Direct

July 7, 1988

Before the Utah Public Service Commission

Case No. 87-049-05

Petition of the Mountain State Telephone and Telegraph Company for Exemption from

Regulation of Various Transport Services

On Behalf of MCI

Direct

November 16, 1987

Before the Washington Utilities and Transportation Commission

Docket No. UT-083041

In the Matter of Petition of Charter Fiberlink WA, CCVII, LLC for Arbitration of an

Interconnection Agreement with Qwest Corporation

On Behalf of Charter

Direct

Rebuttal

October 8, 2008

November 17, 2008

Before the Washington Utilities and Transportation Commission

Docket No. UT-083025

In the Matter of Comcast Phone of Washington v. Embarq; Arbitration for Interconnection

On Behalf of Comcast

Direct

Rebuttal

July 2, 2008

August 1, 2008

Before the Washington Utilities and Transportation Commission

Docket No. UT-033011

In the Matter of Washington Utilities and Transportation Commission, Petitioners, v. Advanced

Telecom Group, Inc., et al, Respondents

On Behalf of Time Warner Telecom of Washington, LLC

Direct

September 13, 2004



Timothy J Gates

Before the Washington Utilities and Transportation Commission

Docket No. UT-030614

In the Matter of the Petition of Qwest Corporation for Competitive Classification of Basic Exchange Telecommunications Services

On Behalf of MCI, Inc.

Direct

August 13, 2003

Rebuttal

August 29, 2003

Before the Washington Utilities and Transportation Commission

Docket No. UT-021569

Developing an Interpretive or Policy Statement relating to the Use of Virtual NPA/NXX Calling Patterns

On Behalf of MCI, KMC Telecom, and Level (3) Communications, LLC

Workshop Participation

May 1, 2003

Before the Washington Utilities and Transportation Commission

Docket No. UT-021569

Developing an Interpretive or Policy Statement relating to the Use of Virtual NPA/NXX Calling Patterns

On Behalf of WorldCom, Inc. and KMC Telecom

Comments

January 31, 2003

Before the Washington Utilities and Transportation Commission

Docket No. UT-023043

Petition of Level 3 for Arbitration with CenturyTel of Washington, Inc.

On Behalf of Level (3) Communications, LLC

Direct

October 18, 2002

Rebuttal

November 1, 2002

Before the Washington Utilities and Transportation Commission

Docket No. UT-003013, Part D

Continued Costing and Pricing of Unbundled Network Elements, Transport, and Termination

On Behalf of WorldCom, Inc.

Direct

December 21, 2001

Before the Washington Utilities and Transportation Commission

Docket No. UT-970325

Rulemaking Workshop re Access Charge Reform and the Cost of Universal Service

On Behalf of MCI

Comments and Presentation

January 13, 1998

Before the Washington Utilities and Transportation Commission

Docket No. UT-960338

Petition of MCI Metro for Arbitration with GTE Northwest, Inc., Pursuant to 47 U.S.C. 252

On Behalf of MCI

Direct

October 11, 1996

Rebuttal

November 20, 1996



Timothy J Gates

Before the Washington Utilities and Transportation Commission

Docket No. U-88-2052-P

Petition of Pacific Northwest Bell Telephone Company for Classification of Services as Competitive

On Behalf of MCI

Direct

September 27, 1988

Before the West Virginia Public Service Commission

Case No. 97-1338-T-PC

Petition of WorldCom, Inc. for Approval to Transfer Control of MCI Communications Corporation to WorldCom, Inc.

On Behalf of MCI

Rebuttal

June 18, 1998

Before the West Virginia Public Service Commission

Case No. 94-0725-T-PC

Bell Atlantic - West Virginia Incentive Regulation Plan

On Behalf of MCI

Direct

October 11, 1994

Before the Wisconsin Public Service Commission

Docket Nos. 05-MA-148 and 05-MA-149

Petition of Charter Fiberlink LLC for Arbitration with CenturyTel Rural and Non-Rural Telephone Companies of Wisconsin

On Behalf of Charter Fiberlink LLC

Direct

Rebuttal

November 7, 2008

November 24, 2008

Before the Wisconsin Public Service Commission

Docket No. 05-MA-135

Petition of Level 3 for Arbitration with Wisconsin Bell, Inc. d/b/a/ SBC Wisconsin

On Behalf of Level (3) Communications, LLC

Direct

September 1, 2004

Before the Wisconsin Public Service Commission

Docket No. 05-MA-130

Petition of Level 3 for Arbitration with CenturyTel

On Behalf of Level (3) Communications, LLC

Direct

Reply

September 30, 2002

October 9, 2002

Before the Wisconsin Public Service Commission

Docket No. 05-NC-102

Petition of MCI for IntraLATA 10XXX 1+ Authority

On Behalf of MCI

Direct

April 3, 1992



Timothy J Gates

Before the Wisconsin Public Service Commission

Docket No. 05-TR-103

Investigation of Intrastate Access Costs and Intrastate Access Charges

On Behalf of MCI

Direct

November 15, 1990

Before the Wisconsin Public Service Commission

Docket No. 2180-TR-102

GTE Rate Case and Request for Alternative Regulatory Plan

On Behalf of MCI

Direct

October 1, 1990

Rebuttal

October 15, 1990

Before the Wisconsin Public Service Commission

Docket No. 6720-TR-104

Wisconsin Bell Rate Case

On Behalf of MCI

Direct

April 16, 1990

Before the Wisconsin Public Service Commission

Docket No. 05-TR-102

Investigation of Intrastate Access Costs, Settlements, and IntraLATA Access Charges

On Behalf of MCI

Direct

December 1, 1989

Before the Wisconsin Public Service Commission

Docket No. 6720-TI-102

Review of the WBI Rate Moratorium

On Behalf of MCI

Direct

October 9, 1989

Rebuttal

November 17, 1989

Before the Wisconsin Public Service Commission

Docket No. 05-TI-112

Disconnection of Local and Toll Services for Nonpayment -- Part A; Examination of Industry

Wide Billing and Collection Practices -- Part B

On Behalf of MCI

Direct

July 5, 1989

Rebuttal

July 12, 1989

Before the Wisconsin Public Service Commission

Docket No. 6720-TR-103

Investigation Into the Financial Data and Regulation of Wisconsin Bell, Inc.

On Behalf of MCI

Rebuttal

May 11, 1989



Timothy J Gates

Before the Wisconsin Public Service Commission

Docket No. 05-NC-100

Amendment of MCI's CCN for Authority to Provide IntraLATA Dedicated Access Services

On Behalf of MCI

Direct

May 1, 1989

Before the Wisconsin Public Service Commission

Docket No. 6720-TI-102

Review of Financial Data Filed by Wisconsin Bell, Inc.

On Behalf of MCI

Direct

March 6, 1989

Before the Wisconsin Public Service Commission

Docket No. 05-TI-116

In the Matter of Provision of Operator Services

On Behalf of MCI

Rebuttal

December 12, 1988

Before the Wisconsin Public Service Commission

Docket No. 05-TR-102

Investigation of Intrastate Access Costs, Settlements, and IntraLATA Access Charges

On Behalf of MCI

Direct

October 31, 1988

Rebuttal

November 14, 1988

Before the Wyoming Public Service Commission

In the Matter of Level 3 Communications, LLC Petition for Arbitration with Qwest Corporation

On Behalf of Level 3

Direct

September 8, 2005

Rebuttal

November 18, 2005

Before the Wyoming Public Service Commission

Docket No. 9746 Sub 1

Application of MCI for a Certificate of Public Convenience and Necessity

On Behalf of MCI

Direct

June 17, 1987

Before the Wyoming Public Service Commission

Docket No. 72000-TC-97-99

In the Matter of Compliance with Federal Regulations of Payphones

On Behalf of MCI

Oral Testimony

May 19, 1997

Comments Submitted to the Federal Communications Commission and/or the Department of Justice

Comments to the Department of Justice (Task Force on Telecommunications) on the Status of OSS Testing in Arizona and the USWC Collaborative on Behalf of MCI WorldCom, Inc.

November 9, 1999



Timothy J Gates

Comments to FCC Staff of Common Carrier Bureau on the Status of OSS Testing in Arizona on Behalf of MCI WorldCom, Inc.

November 9, 1999

Presentation to FCC Staff on the Status of Intrastate Competition on Behalf of MCI.

February 16, 1995

Ameritech Transmittal No. 650

Petition to Suspend and Investigate on Behalf of MCI re Ameritech 64 Clear Channel Capability Service.

September 4, 1992

Ameritech Transmittal No. 578

Petition to Suspend and Investigate on Behalf of MCI re Ameritech Directory Search Service.

November 27, 1991

CC Docket No. 91-215

Opposition to Direct Cases of Ameritech and United (Ameritech Transmittal No. 518; United Transmittal No. 273) on Behalf of MCI re the introduction of 64 Kbps Special Access Service.

October 15, 1991

Ameritech Transmittal No. 562

Petition to Suspend and Investigate on Behalf of MCI re Proposed Rates and Possible MFJ Violations Associated with Ameritech's OPTINET Reconfiguration Service (AORS).

September 30, 1991

Ameritech Transmittal No. 555

Petition to Suspend and Investigate on Behalf of MCI re Ameritech Directory Search Service.

August 30, 1991

Ameritech Transmittal No. 526

Petition to Suspend and Investigate on Behalf of MCI re Proposed Flexible ANI Service.

April 17, 1991

Ameritech Transmittal No. 518

Petition to Suspend and Investigate on Behalf of MCI re Proposed Rates for OPTINET 64 Kbps Service.

March 6, 1991

Selected Reports, Presentations and Publications

COMPTEL PLUS Spring 2009 Regulatory Workshop; Sponsored by Davis Wright Tremaine LLP; "Critical Telecom Issues Now and On the Horizon"; March 5, 2009.

CLE International 10th Annual Conference, "Telecommunications Law," "Technology Update – The State of Wireless Technologies in Canada – A Comparison of Wireless Technologies in Canada and the United States of America."

December 13-14, 2007

"The State of Wireless Technologies in Canada – A Comparison of Wireless Technologies in Canada and the United States of America"; Presented to Bell Canada Enterprises.

May 25, 2007.



Timothy J Gates

CLE International 8th Annual Conference, "Telecommunications Law," "VoIP and Brand X – Legal and Regulatory Developments."
December 8-9, 2005

QSI Technical Report No. 012605A "IP-Enabled Voice Services: Impact of Applying Switched Access Charges to IP-PSTN Voice Services"
Ex Parte filing in FCC dockets WC Dockets No. 04-36 (In the Matter of IP-Enabled Services), 03-266 (In the Matter of Level 3 Communications LLC Petition for Forbearance Under 47 U.S.C. § 160(c) from Enforcement of 47 U.S.C. § 251(g), Rule 51.701(b)(1), and Rule 69.5(b); IP Enabled Services)
Washington DC, January 27, 2005

QSI Report to the Wyoming Legislature "The Wyoming Universal Service Fund. *An Evaluation of the Basis and Qualifications for Funding*" December 3, 2004.

Presentation to the Iowa Senate Committee Regarding House Study Bill 622/Senate Study Bill 3035; Comments on Behalf of MCI
February 19, 2004

National Association of Regulatory Utility Commissioners Summer Committee Meetings; Participated in Panel regarding "Wireless Substitution of Wireline – Policy Implications."
July 25, 2003

Seminar for the New York State Department of Public Service entitled "Emerging Technologies and Convergence in the Telecommunications Network". Presented with Ken Wilson of Boulder Telecommunications Consultants, LLC
February 19-20, 2003

"Litigating Telecommunications Cost Cases and Other Sources of Enlightenment"; Educational Seminar for State Commission and Attorney General Employees on Litigating TELRIC Cases; Denver, Colorado.
February 5-6, 2002

Illinois; Presentation to the Environment & Energy Senate Committee re Emerging Technologies and Their Impact on Public Policy, on Behalf of MCI WorldCom, Inc.
March 8, 2000

"Interpreting the FCC Rules of 1997"; The Annenberg School for Communication at the University of Southern California; Panel Presentation on Universal Service and Access Reform.
October 23, 1997

"NECA/Century Access Conference"; Panel Presentation on Local Exchange Competition.
December 13-14, 1995

"TDS Annual Regulatory Meeting"; Panel Presentation on Local Competition Issues.
August 29, 1995



Timothy J Gates

"Phone+ Supershow '95"; Playing Fair: An Update on IntraLATA Equal Access; Panel Presentation.

August 28-30, 1995

"The LEC-IXC Conference"; Sponsored by Telecommunications Reports and Telco Competition Report; Panel on Redefining the IntraLATA Service Market -- Toll Competition, Extended Area Calling and Local Resale.

March 14-15, 1995

The 12th Annual National Telecommunications Forecasting Conference; Represented IXC's in Special Town Meeting Segment Regarding the Convergence of CATV and Telecommunications and other Local Competition Issues.

May 23-26, 1994

TeleStrategies Conference -- "IntraLATA Toll Competition -- Gaining the Competitive Edge"; Presentation on Carriers and IntraLATA Toll Competition on Behalf of MCI.

May 13-14, 1993

NARUC Introductory Regulatory Training Program; Panel Presentation on Competition in Telecommunications on Behalf of MCI.

March 14-17, 1993

TeleStrategies Conference -- "IntraLATA Toll Competition -- A Multi-Billion Dollar Market Opportunity." Presentations on the interexchange carriers' position on intraLATA dialing parity and presubscription and on technical considerations on behalf of MCI.

December 2-3, 1992

North Dakota Association of Telephone Cooperatives Summer Conference, July 8-10, 1992. Panel presentations on "Equal Access in North Dakota: Implementation of PSC Mandate" and "Open Network Access in North Dakota" on Behalf of MCI.

July 9, 1992

TeleStrategies Conference -- "Local Exchange Competition: The \$70 Billion Opportunity." Presentation as part of a panel on "IntraLATA 1+ Presubscription" on Behalf of MCI.

November 19, 1991

Wisconsin Public Utility Institute -- Telecommunications Utilities and Regulation Course; May 13-16, 1991; Participated in IntraLATA Toll Competition Debate on Behalf of MCI.

May 16, 1991

Michigan; Presentation to the Michigan Senate Technology and Energy Commission and the House Public Utilities Committee re MCI's Building Blocks Proposal and SB 124/HB 4343.

May 15, 1991

Wisconsin; Comments Before the Wisconsin Assembly Utilities Committee Regarding the Wisconsin Bell Plan for Flexible Regulation, on Behalf of MCI.

May 16, 1990



Timothy J Gates

Michigan; Presentation to the Michigan Senate Technology and Energy Committee re SB 124 on behalf of MCI.
March 20, 1991

Illinois Telecommunications Sunset Review Forum; Two Panel Presentations: Discussion of the Illinois Commerce Commission's Decision in Docket No. 88-0091 for the Technology Working Group; and, Discussion of the Treatment of Competitive Services for the Rate of Return Regulation Working Group; Comments on Behalf of MCI.
October 29, 1990

Wisconsin Public Utility Institute -- Telecommunications Utilities and Regulation; May 14-18, 1990; Presentation on Alternative Forms of Regulation.
May 16, 1990

Michigan; Presentation Before the Michigan House and Senate Staff Working Group on Telecommunications; "A First Look at Nebraska, Incentive Rates and Price Caps," Comments on Behalf of MCI.
October 30, 1989

National Association of Regulatory Utility Commissioners -- Summer Committee Meeting, San Francisco, California. Panel Presentation -- Specific IntraLATA Market Concerns of Interexchange Carriers; Comments on Behalf of MCI.
July 24, 1989

Wisconsin Public Utility Institute -- Telecommunications Utilities and Regulation; May 15-18, 1989; Panel Presentation -- Interexchange Service Pricing Practices Under Price Cap Regulation; Comments on Behalf of MCI.
May 17, 1989

Minnesota; Senate File 677; Proposed Deregulation Legislation; Comments before the House Committee on Telecommunications.
April 8, 1987

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
1.	<p>Should tariffed rates and associated terms apply to services ordered under or provided in accordance with the ICA?</p> <p><i>[Parties have agreed to procedure to minimize disputes on this issue]</i></p> <p>General Terms § 1.1 (tariffs not part of ICA) General Terms § 1.2 (tariffs don't apply to services ordered under ICA) General Terms § 2.4 (tariffs not part of ICA) General Terms § 4.6.1 (role of tariffs if applicable law changes) General Terms § 41.1 (remove reference to tariffs)</p> <p>Glossary § 2.116 (clarify definition of "Tariff" to eliminate notion that a tariff might be "applicable" to performance under the ICA)</p> <p>Interconnection § 5.4 (eliminate reference to "tariff" regarding SS7 signaling for interconnection) Interconnection § 6.1.1 (ensure that tariffed rates do not apply to traffic exchanged under ICA unless specified) Interconnection § 8.2 (elimination of references to tariffs and extension of tariffs to reciprocal compensation traffic)</p> <p>Resale § 1 (remove reference to "applicable tariffs")</p> <p>UNEs § 1.1 (ensure tariffs don't govern UNE rates; no "applicable tariffs" under ICA) UNEs § 1.5 (ensure tariffs don't apply to "customer not ready" situations; Verizon may include applicable charge in pricing appendix)</p> <p>Pricing § 1.2 (eliminate ambiguity regarding application of tariffs versus ICA rates) Pricing § 1.3 (eliminate importation of tariff rates to ICA) Pricing § 1.5 (confirm that prices are not affected by tariff changes; eliminate automatic updates due to regulatory action) Pricing § 1.6 (delete now-unnecessary material)</p>

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BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
2.	<p>Should all charges under the ICA be expressly stated? If not, what payment obligations arise when a party renders a service to the other party for which the ICA does not specify a particular rate?</p> <p><i>[Parties have agreed to procedure to minimize disputes on this issue]</i></p> <p>General Terms § 51 (clarify that the only monetary charges are those specifically stated; clarify that if no charge stated, service provided at no monetary charge; clarify that placing an "order" does not imply the "ordered" function is chargeable; clarify that Verizon's standard "Pricing Attachment" functions as a reference list of prices and does not independently create any payment obligations)</p> <p>Pricing § 1.4 (ensure that no charges apply unless specifically stated in ICA)</p>
3	<p>Should traffic not specifically addressed in the ICA be treated as required under the Parties' respective tariffs or on a bill-and-keep basis?</p> <p>Interconnection § 8.4 (establish rule that traffic types with no specified rate are exchanged at bill and keep; eliminates disputes)</p>
4(a)	<p>How should the ICA define and use the terms "Customer" and "End User"?</p> <p>Glossary § 2.30 (clarify that "Customer" includes downstream "customers," including VoIP end users of Bright House's cable affiliate)</p> <p>Glossary § 2.46 (add definition of "End User" to refer to both direct customers and indirect/downstream customers, including VoIP end users of Bright House's cable affiliate, but not entities acting as carriers)</p> <p>Glossary § 2.87 (clarify that "911/E911 Calls" covers 911 calls from end users of Bright House's cable affiliate are covered)</p> <p>Interconnection § 9.1 (clarify reference to cable affiliates' end users)</p> <p>Interconnection § 15.2.1 (clarify LNP-related rights of cable affiliate's End Users)</p> <p>Interconnection § 15.3 (clarify that cable affiliate's end users are not disadvantaged in whole-NXX porting scenario)</p> <p>Resale § 4.2 (conform use of the now-defined term "End User" in context of Verizon resale customers)</p> <p>911 Attachment §§ 2.2.1, 2.2.2, 2.3.1, 2.3.2, 2.3.3, 2.4, 2.3.5, 3.1 (conform use of now-defined term "End User" to ensure that cable</p>

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
	affiliate's end users receive proper 911 service)
4(b)	Settled
5.	<p>Is Verizon entitled to access Bright House's poles, ducts, conduits and rights-of-way?</p> <p>Additional Services § 9.2 (delete provision re: Bright House providing pole/conduit access to Verizon, not called for by applicable law)</p>
6.	<p>If during the term of this agreement Verizon becomes required to offer a service under the ICA, may the parties be required to enter into good faith negotiations concerning the implementation of that service?</p> <p>General Terms § 18 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>Additional Services § 13 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>Interconnection § 16 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>Resale § 7 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>UNEs § 19 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p> <p>911 Attachment, § 5 (eliminate language implying that Verizon not strictly bound by commitments in ICA)</p>
7.	<p>Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?</p> <p>General Terms § 50 (eliminate language purporting to allow Verizon to withdraw services at will if not literally required by Applicable Law)</p>
8.	<p>Should the ICA include terms that prohibit Verizon from selling its territory unless the buyer assumes the ICA?</p> <p>General Terms § 43.2 (Verizon can't walk away from contract obligations by selling territory; must assign duties to any purchaser)</p>
9	Settled

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
10	Settled
11.	Should the IC A state that “ordering” a service does not mean a charge will apply?
	General Terms § 51
12.	When the rate for a service is modified by the Florida Public Service Commission or the FCC, should the new rate be implemented and if so, how?
	Pricing §§ 1.5-1.7 (modify language re: changes in rates ordered by regulators)
13.	What time limits should apply to the Parties' right to bill for services and dispute charges for billed services?
	General Terms § 9.5 (establish one-year contractual “statute of limitations” regarding both disputes and back-billing)
14	Settled
15	Settled
16.	Should Bright House be required to provide assurance of payment? If so, under what circumstances, and what remedies are available to Verizon if assurance of payment is not forthcoming?
	General Terms § 6 (eliminate Verizon's unilateral ability to demand “assurance of payment”)
17.	Settled
18.	Settled
19.	Settled
20.	(a) What obligations, if any, does Verizon have to reconcile its network architecture with Bright House's ? (b) What obligations, if any, does Bright House have to reconcile its network architecture with Verizon's ?
	General Terms § 42 (make obligation to deal with each other's technology upgrades mutual)

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
21.	<p>What contractual limits should apply to the parties' use of information gained through their dealings with the other party?</p> <p>General Terms, § 10.1.6 (specifically include information in Bright House-submitted LSRs to Verizon as confidential information) General Terms, § 10.2.1 (prohibit Verizon's retail/sales operations from using Bright House confidential information)</p> <p>Additional Services § 4.5 (specifically include directory-related information as confidential information, until it becomes public) Additional Services § 8.7 (expand scope of reference to 47 U.S.C. § 222 to include carrier confidential information) Additional Services, § 8.9 (confirm status of Bright House's ordering information as confidential)</p>
22.	<p>(a) Under what circumstances, if any, may Bright House use Verizon's Operations Support Systems for purposes other than the provision of telecom munications s ervices to its customers? (b) What constraints, if any, should the ICA place on Verizon's ability to modify its OSS ?</p> <p>Additional Services § 8.2.1 (oblige Verizon to provide electronic OSS ordering for any service provided under the ICA) Additional Services § 8.2.3 (require Verizon to provide commercial reasonable advance notice of OSS changes) Additional Services § 8.4.2 (delete restriction on use of Verizon OSS that is not consistent with applicable law) Additional Services § 8.8.2 (clarify that any limitations Verizon imposes on volume of use of OSS are commercially reasonable)</p>
23.	<p>(a) What description, if any, of Verizon's general obligation to provide directory listings, should be includ ed in the ICA? (b) What rate, if any, should apply to Verizon's inclusion and modification of Bright House directory listi ngs? (c) To what extent, if any, should the ICA require Verizon to facilitate Bright House's negotiating a separate agreement with Verizon's directory publishing company?</p> <p><i>[Issue #23(b) and Issue #23(c) have been resolved by the parties.]</i> Additional Services § 4 (clarify that Verizon must provide directory listing functions on just, reasonable and nondiscriminatory terms as provided by law)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
24.	<p>Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at TELRIC rates?</p> <p>Interconnection § 2.1.1.3 (clarify that Verizon is obliged to provide interconnection facilities to Bright House at TELRIC rates)</p>
25.	Settled.
26	<p>May Bright House require Verizon to interconnect using a fiber meet arrangement?</p> <p>Interconnection § 3.1.1 (clarify BHN right to establish fiber meets and clear dispute resolution if need be) Interconnection § 4.2 (conforming change reflecting availability of fiber meets)</p>
27	<p>How far, if at all, should Verizon be required to build out its network to accommodate a fiber meet?</p> <p>Interconnection § 3.1.2 (loosen unreasonable and arbitrary restrictions on where fiber meets may be established) Fiber Meet § 2.1 (remove unnecessary/unreasonable restriction on location of fiber meets)</p>
28	<p>What types of traffic may be exchanged over a fiber meet, and what terms should govern the exchange of that traffic?</p> <p>Interconnection § 3.1.3 (any traffic may flow over a fiber meet arrangement) Interconnection § 3.1.4 (delete unneeded restrictions on use of fiber meets; clarify cost responsibility for fiber meet arrangements)</p>
29.	<p>To what extent, if any, should parties be required to establish separate trunk groups for different types of traffic?</p> <p>Interconnection § 2.2.2 (require parties to negotiate establishment of separate trunk groups for billing, upon request of either party) Interconnection § 2.2.1.1 (conforming change per § 2.2.1.4 to remove inbound transit traffic from general Interconnection Trunks, to facilitate billing of transit traffic)</p>
30.	<p>May Bright House unilaterally determine whether the Parties will use one-way or two-way interconnection trunks?</p> <p>Interconnection § 2.2.3 (per applicable law, Bright House may elect either one-way or two-way trunks)</p>
31.	Which party has administrative control over which interconnection trunks, and what responsibilities, if any, flow from that

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
	<p>control?</p> <p>Interconnection § 2.2.4 (clarify that trunks between Bright House and a Verizon tandem are required either if Bright House sends traffic to end offices subtending the tandem, or if Verizon end offices subtending the tandem send traffic to Bright House)</p> <p>Interconnection § 5.2.1 (conforming change to reflect potential higher-data-rate interconnections, per § 2.4.6)</p>
32.	<p>May Bright House require Verizon to accept trunking at DS-3 level or above?</p> <p>Interconnection § 2.4.6 (interconnection can occur at higher than DS1 or DS3 levels)</p>
33.	<p>May charges be assessed for the establishment or provision of local interconnection trunks or trunk groups?</p> <p>Interconnection § 2.2.9 (clarify that use of industry-standard ASR to "order" trunks does not imply any payment obligation, since trunks have two symmetrical ends and transport obligations are reciprocal)</p> <p>Interconnection § 2.3.2 (administration of trunk groups; elimination of Verizon right to charge)</p> <p>Interconnection § 2.4.12 (eliminate right to charge for unused trunks; simple disconnection sufficient)</p>
34.	<p>Should performance measures apply to two-way trunks that are outside of Verizon's administrative control?</p> <p>Interconnection § 2.4.13 (delete provision exempting Verizon from being subject to performance standards regarding trunks)</p>
35.	Settled

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
36.	<p>What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?</p> <p>(a) Should Bright House remain financially responsible for the traffic of its affiliates or other third parties when it delivers that traffic for termination by Verizon?</p> <p>(b) To what extent, if any, should the ICA require Bright House to pay Verizon for Verizon-provided facilities used to carry traffic between interexchange carriers and Bright House's network?</p> <p>Glossary § 2.50 (clarify the term "Exchange Access" to distinguish between meet-point-billing traffic (access billed to IXCs) and toll traffic provided by a party (access billed to party))</p> <p>Glossary § 2.82 (add definition of "Meet Point Billing Traffic," to clarify that for such traffic access charges apply to IXC, not to parties)</p> <p>Glossary § 2.123 (clarify definition of "Toll Traffic" to tie to appropriate statutory terminology and to distinguish toll services provided to end users by a party (which may result in the parties charging each other access charges) and such services provided by third party IXCs (which will result in access charges to the IXCs but no inter-party charging)</p> <p>Interconnection § 2.2.1.2 (clarify that access toll connecting trunks may carry meet point billing traffic where either party provides tandem functionality)</p> <p>Interconnection § 8.3 (provision redundant/inaccurate given treatment of meet point billing and transit traffic)</p> <p>Interconnection § 9.2.1 (clarify language regarding Bright House switch subtending Verizon tandem for purposes of meet point billing to IXCs who do not directly connect to Bright House)</p> <p>Interconnection § 9.2.2 (modify language to accommodate mutuality of meet point billing arrangements)</p> <p>Interconnection § 9.2.3 (modify language to accommodate mutuality of meet point billing arrangements)</p> <p>Interconnection § 9.2.5 (new) (clarify that there is no inter-party charging in meet point billing situation)</p> <p>Interconnection § 10 (<i>passim, all subsections</i>) (modify language to reflect the fact that either party may perform tandem transport functionality in meet point billing arrangements)</p> <p>Interconnection § 10.6 (clarify that charges in meet point billing situation are to IXC, not each other)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
37.	<p>How should the types of traffic (e.g. local, ISP, access) that are exchanged be defined and what rates should apply?</p> <p>Glossary § 2.60 (clarify definition of “Information Access” to conform with applicable law) Glossary § 2.63 (clarify definition of “Internet Traffic for application of mirroring rule and transport charges) Glossary § 2.79 (clarify definition of “Measured Internet Traffic” to comply with applicable law for of mirroring rule and transport charges) Glossary § 2.106 (modify definition of “Reciprocal Compensation Traffic” to reflect FCC’s ruling from November 2008)</p> <p>Interconnection § 6.2 (clarity in pricing of traffic, including ISP-bound traffic) Interconnection § 7.1 (clarity in application of rates for transport and termination) Interconnection § 7.2 (clarify application of reciprocal compensation to all appropriate traffic, mirroring rule, and transport charges) Interconnection § 7.2.1 (clarify limitation on reciprocal compensation) Interconnection § 7.2.2 (delete; clarifies application of mirroring rule and transport charges) Interconnection §§ 7.2.3 – 7.2.8 (conforming changes to reflect new introductory language to § 7.2) Interconnection § 7.2.8 (clarity in application of reciprocal compensation) Interconnection § 7.3 (delete; moot in light of agreement on \$0.0007 rate) Interconnection § 8.2 (delete; language confuses of reciprocal compensation and access rates under ICA, in part by reference to tariffs) Interconnection § 8.5 (delete; language subject to interpretation and ambiguity)</p>
38.	<p>Should there be a limit on the amount and type of traffic that Bright House can exchange with third parties when it uses Verizon’s network to transit that traffic?</p> <p>Interconnection § 2.1.1 (clarify that obligation to provide facilities to the POI applies for traffic originating on a parties’ network, or transiting that party’s network from a third party) Interconnection § 12.6 (description of volume limits and other issues)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
39.	<p>Does Bright House remain financially responsible for traffic that it terminates to third parties when it uses Verizon's network to transit the traffic?</p> <p>Interconnection § 8.3 (provision redundant/inaccurate given treatment of meet point billing and transit traffic) Interconnection § 12.4 (delete unworkable provision regarding transit traffic) Interconnection § 12.5 (delete language purporting to allow Verizon to charge Bright House whatever charges a third party carrier might impose of Verizon for transit traffic originating with Bright House)</p>
40.	<p>To what extent, if any, should the ICA require Verizon to facilitate negotiations for direct interconnection between Bright House and Verizon's affiliates?</p> <p>Interconnection § 2.2.1.4 (require separate trunks for inbound transit traffic, to facilitate billing of such traffic) Interconnection § 16 (Bright House Version) (oblige Verizon to provide reasonable assistance to Bright House in establishing direct connections with Verizon affiliates)</p>
41.	<p>Should the ICA contain specific procedures to govern the process of transferring a customer between the parties and the process of LNP provisioning? If so, what should those procedures be?</p> <p>Interconnection § 15.2 (clarify obligations regarding porting intervals, no charge for porting, classification of ports as simple or complex) Interconnection § 15.2.4 (clarify procedures regarding retaining 10-digit trigger to accommodate possible missed ports) Interconnection § 15.2.5 (require coordinated ports, at no charge, for customers with 12 or more lines)</p> <p>Transfer Attachment (<i>passim</i>) (provide clear procedures for customer transfers)</p> <p>UNEs § 9.8.2 (confirm that Bright House or its cable affiliate may access NIDs without charge and without prior notice)</p>
42.	<p>Is Bright House entitled to open a Verizon NID and remove wiring from the customer side?</p> <p>UNEs § 9.8.1 (confirm that Bright House or its cable affiliate may access NIDs without charge and without prior notice)</p> <p>UNEs § 9.8.1 (confirm that Bright House or its cable affiliate may access NIDs without charge and without prior notice)</p>

BRIGHT HOUSE – VERIZON ARBITRATION: Docket No. 090501-TP :: ISSUES LIST AND CONTRACT PROVISIONS	
ISSUE	ISSUE/AGREEMENT PROVISIONS
43.	Should the ICA require negotiation of procedures to remove Presubscribed Interexchange Carrier freezes? Additional Services § 12 (add provision obliging parties to negotiate reasonable means to clear PIC freezes)
44.	What terms should apply to locking and unlocking E911 records? 911 Attachment § 2.3.5 (require that parties comply with NANC guidelines regarding unlocking E911 records after transfer of customer)
45.	Should Verizon's collocation terms be included in the ICA or should the ICA refer to Verizon's collocation tariffs? Collocation Attachment (<i>passim</i>) (entire section needs to be fleshed out rather than simply cross-referencing tariffs)
46.	Should Verizon be required to make available to Bright House access to house and riser cable that Verizon does not own or control but to which it has a legal right of access? If so, under what terms? UNEs § 7.1.1 (clarify Verizon's obligation to provide access to house/riser cable whenever it controls such cable)
47	Settled
48	Settled
49.	Are special access circuits that Verizon sells to end users at retail subject to resale at a discounted rate? Are special access services eligible for resale at the wholesale discount? Pricing § 2.1.5.2 (clarify that "special access" circuits sold at retail are subject to a resale discount)

AGREEMENT

by and between

BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC

and

VERIZON FLORIDA, LLC

FOR THE STATE OF

FLORIDA

03-10-10 Version w/Agreed Changes Accepted

DOCUMENT ALMEEK-DAT1
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TABLE OF CONTENTS

AGREEMENT	1
1. The Agreement	1
2. Term and Termination	2
3. Glossary and Attachments	2
4. Applicable Law	3
5. Assignment	4
6. [Intentionally left blank]	4
7. Audits	5
8. Authorization	5
9. Billing and Payment; Disputed Amounts	6
10. Confidentiality	7
11. Counterparts	9
12. Default	9
13. Discontinuance of Service	9
14. Dispute Resolution	10
15. Force Majeure	10
16. Forecasts	11
17. [Intentionally Left Blank]	11
18. Good Faith Performance	11
19. Headings	11
20. Indemnification	11
21. Insurance	13
22. Intellectual Property	14
23. Joint Work Product	15
24. Law Enforcement	15
25. Liability	16

Deleted: 15

26.	Network Management	17	
27.	Non-Exclusive Remedies	<u>18</u>	Deleted: 17
28.	Notice of Network Changes	18	
29.	Notices	18	
30.	Ordering and Maintenance	19	
31.	Performance Standards	19	
32.	Point of Contact for Bright House Customers	<u>20</u>	Deleted: 19
33.	Predecessor Agreements	20	
34.	Publicity and Use of Trademarks or Service Marks	20	
35.	References	<u>21</u>	Deleted: 20
36.	Relationship of the Parties	21	
37.	Reservation of Rights	21	
38.	Subcontractors	22	
39.	Successors and Assigns	22	
40.	Survival	22	
41.	Taxes	22	
42.	Technology Upgrades	<u>25</u>	Deleted: 24
43.	Territory	<u>25</u>	Deleted: 24
44.	Third Party Beneficiaries	25	
45.	[This Section Intentionally Left Blank]	25	
46.	252(i) Obligations	25	
47.	Use of Service	25	
48.	Waiver	25	
49.	Warranties	<u>26</u>	Deleted: 25
50.	[Intentionally Left Blank]	<u>26</u>	Deleted: 25
51.	Payment for Services	<u>26</u>	Deleted: 25
	SIGNATURE PAGE	<u>28</u>	Deleted: 27

1.	General Rule	<u>29</u>	Deleted: 28
2.	Definitions	<u>29</u>	Deleted: 28
1.	Alternate Billed Calls	<u>46</u>	Deleted: 45
2.	Dialing Parity - Section 251(b)(3)	<u>46</u>	Deleted: 45
3.	[This Section Intentionally Left Blank]	<u>46</u>	Deleted: 45
4.	Directory Listing and Directory Distribution	<u>46</u>	Deleted: 45
5.	Voice Information Service Traffic	<u>49</u>	Deleted: 48
6.	Intercept and Referral Announcements	<u>50</u>	Deleted: 49
7.	Originating Line Number Screening (OLNS)	<u>50</u>	Deleted: 49
8.	Operations Support Systems (OSS) Services	<u>50</u>	Deleted: 49
9.	Poles, Ducts, Conduits and Rights-of-Way	<u>57</u>	Deleted: 55
10.	Telephone Numbers	<u>57</u>	Deleted: 56
11.	Routing for Operator Services and Directory Assistance Traffic	<u>57</u>	Deleted: 56
12.	Unauthorized Carrier Change Charges	<u>58</u>	Deleted: 57
13.	[Intentionally Left Blank]	<u>58</u>	Deleted: 57
1.	General	<u>59</u>	Deleted: 58
2.	Points of Interconnection And Interconnection Format	<u>59</u>	Deleted: 58
3.	Alternative Interconnection Arrangements	<u>64</u>	Deleted: 63
4.	Initiating Interconnection	<u>66</u>	Deleted: 64
5.	Transmission and Routing of Traffic	<u>66</u>	Deleted: 65
6.	Traffic Measurement and Billing over Interconnection Trunks	<u>67</u>	Deleted: 66
7.	Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act	<u>69</u>	Deleted: 68
8.	Other Types of Traffic	<u>70</u>	Deleted: 69
9.	Transmission and Routing of Exchange Access Traffic	<u>72</u>	Deleted: 71
10.	Meet-Point Billing (MPB) Arrangements	<u>74</u>	Deleted: 72
11.	Toll Free Service Access Code (e.g., 800/888/877) Traffic	<u>75</u>	Deleted: 73
12.	Tandem Transit Traffic	<u>77</u>	Deleted: 76

13.	Number Resources, Rate Center Areas and Routing Points	<u>78</u>	Deleted: 77
14.	Joint Network Implementation and Grooming Process; Forecasting	<u>79</u>	Deleted: 77
15.	Number Portability - Section 251(B)(2)	<u>80</u>	Deleted: 78
16.	Facilitation of Direct Connections with Affiliates.....	<u>82</u>	Deleted: 81
1.	General.....	<u>85</u>	Deleted: 84
2.	Use of Verizon Telecommunications Services.....	<u>85</u>	Deleted: 84
3.	Availability of Verizon Telecommunications Services	<u>86</u>	Deleted: 85
4.	Responsibility for Charges	<u>86</u>	Deleted: 85
5.	Operations Matters.....	<u>87</u>	Deleted: 86
6.	Rates and Charges	<u>88</u>	Deleted: 87
7.	[Intentionally Left Blank].....	<u>88</u>	Deleted: 87
NETWORK ELEMENTS ATTACHMENT		<u>89</u>	Deleted: 88
1.	General.....	<u>89</u>	Deleted: 88
2.	Verizon's Provision of Network Elements	<u>93</u>	Deleted: 91
3.	Loop Transmission Types	<u>93</u>	Deleted: 92
4.	Line Splitting (also referred to as "Loop Sharing")	<u>104</u>	Deleted: 103
5.	[This Section Intentionally Left Blank].....	<u>105</u>	Deleted: 104
6.	Sub-Loop.....	<u>105</u>	Deleted: 104
7.	Sub-Loop for Multiunit Tenant Premises Access	<u>109</u>	Deleted: 107
8.	Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops	<u>111</u>	Deleted: 110
9.	Network Interface Device.....	<u>117</u>	Deleted: 115
10.	[This Section Intentionally Left Blank].....	<u>118</u>	Deleted: 117
11.	Dedicated Transport.....	<u>118</u>	Deleted: 117
12.	[This Section Intentionally Left Blank].....	<u>119</u>	Deleted: 117
13.	Operations Support Systems	<u>119</u>	Deleted: 117
14.	Availability of Other Network Elements on an Unbundled Basis	<u>119</u>	Deleted: 117
15.	Maintenance of Network Elements.....	<u>120</u>	Deleted: 119

16.	Combinations, Commingling, and Conversions	<u>120</u>
17.	Routine Network Modifications	<u>123</u>
18.	Rates and Charges	<u>124</u>
19.	[Intentionally Left Blank]	<u>124</u>
1.	Verizon's Provision of Collocation	<u>125</u>
1.	911/E-911 Arrangements	<u>126</u>
2.	ALI Database	<u>126</u>
3.	911/E-911 Interconnection	<u>127</u>
4.	911/E-911 General	<u>128</u>
5.	[Intentionally Left Blank]	<u>128</u>
1.	General	<u>130</u>
2.	Verizon Telecommunications Services Provided to Bright House for Resale Pursuant to the Resale Attachment	<u>130</u>
3.	Bright House Prices	<u>132</u>
4.	[This Section Intentionally Left Blank]	<u>132</u>
5.	Regulatory Review of Prices	<u>132</u>
EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION ATTACHMENT		<u>135</u>

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Deleted: 122

Deleted: 123

Deleted: 123

Deleted: 124

Deleted: 125

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AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of ***Date DT*** (the "Effective Date"), between BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA) LLC ("Bright House") a limited liability corporation organized under the laws of the Delaware, with offices at 12985 Telecom Parkway, Temple Terrace, Florida, 33637, and VERIZON FLORIDA, LLC ("Verizon"), a corporation organized under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** with offices at ***Verizon Address TXT*** (Verizon and Bright House may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Bright House hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; and (b) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; and (b) an Order by a Party that has been accepted by the other Party. Nothing in this Agreement shall be construed to prohibit a Party from purchasing a service under the terms of the other Party's Tariff. A Party's Order or request for a Service that is offered by the other Party both under this Agreement and under the other Party's Tariff shall be deemed to be an Order or request governed entirely by the terms of this Agreement, and not by any Tariff, unless such Order or request specifically states that it is an Order for a service under the other Party's Tariff. No terms of any Party's Tariff(s) shall apply to any Service provided or to be provided under this Agreement except to the extent that this Agreement expressly states that the terms of such Tariff apply. No Tariffed charge for any Service provided or to be provided under this Agreement shall apply except to the extent that this Agreement expressly states that such Tariffed charge(s) shall apply.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements. All monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect subject to the terms of such prior agreement. In connection with the foregoing, each Party expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Bright House.

Deleted: the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c)

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Deleted: the Tariffs; and, (c)

Deleted: The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 30, 2013 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Bright House or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Bright House or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Bright House and Verizon; or, (b) the date one (1) year after the proposed date of termination, except that (c) if on the date one (1) year after the proposed date of termination, either Party has filed an arbitration proceeding at the Commission to establish a new agreement and such proceeding remains pending at the Commission, either Party may petition the Commission to extend this Agreement until the Commission, in such proceeding, establishes a new agreement.
- 2.4 If either Bright House or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Bright House nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that functionally equivalent services continue to be provided pursuant to a Tariff or Statement of Generally Available Terms (SGAT).
- 2.5 Other than termination for default as provided for in Section 12 hereof, or termination based on the other Party's abandonment of the Agreement, neither Party may terminate this Agreement with an effective date of termination earlier than the expiration of the Initial Term. For purposes of this section, "abandonment" means that for a period of sixty (60) continuous days, a Party has sent no traffic to and received no traffic from the other Party and has neither provided nor received any other Service under this Agreement. If a Party believes that the other Party has abandoned this Agreement, the Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

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3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Resale Attachment

Procedures For Transferring Customers/End Users Between Verizon And Bright House

Network Elements Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

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4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Florida, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 In the event of any Change in Applicable Law, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such Change in Applicable Law, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

4.6.1 Notwithstanding Section 4.6 above, to the extent Verizon is required by a Change in Applicable Law to provide to Bright House a Service that is not offered under this Agreement to Bright House, but where the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) are provided in a Verizon Tariff, then the terms and conditions of such Tariff shall apply on an interim basis while the Parties negotiate permanent terms and conditions applicable to such Service, with any payments for such Service made pursuant to the terms of such Tariff subject to retroactive true-up to conform to the final terms and conditions. In the absence of a such a Tariff, the Parties shall mutually agree on applicable terms and conditions in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment, except to the extent specifically required by Applicable Law.

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4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any Change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Bright House hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Any retroactive liability from Bright House to Verizon with respect to any Service, payment or benefit provided by Verizon prior to such Change in Applicable Law shall be determined based on Applicable law, including the order, decision or ruling that changed Applicable Law. Verizon will provide thirty (30) days prior written notice to Bright House of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Networks Element Attachment), or by Applicable Law for termination of such Service in which event such period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

Deleted: Assurance of Payment

Deleted: Upon request by Verizon, Bright House shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement. In the event that a Party seeks to assign this Agreement to an Affiliate of that Party as part of a corporate or similar reorganization or refinancing in which there is no substantial change in ultimate ownership or control, such Party's request for consent hereunder shall be deemed granted unless the other Party objects within thirty (30) days after receipt by the other Party of the assigning Party's written request.

Deleted: Assurance of payment of charges may be requested by Verizon If Bright House: (a) prior to the Effective Date, has failed to timely pay a bill rendered to ***CLEC Acronym TE*** by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to Bright House by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6. [Intentionally left blank]

6.1 [Intentionally left blank]

6.2 [Intentionally left blank]

6.3 [Intentionally left blank]

6.4 [Intentionally Left Blank]

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6.8 [Intentionally left blank]

6.9 [Intentionally left blank]

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.

7.2 The audit shall be performed by independent certified public accountants, assisted by such other persons with specialized knowledge or expertise as such accountants reasonably deem necessary, selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that, except in exigent circumstances, the Auditing Party shall require that the audit commence no earlier than sixty (60) days and no later than ninety (90) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Bright House represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware,

Deleted: Unless otherwise agreed by the Parties, the assurance of payment shall consist of 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 equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to ***CLEC Acronym TE*** in connection with this Agreement. If Bright House meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Bright House shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up. [1]

Deleted: Verizon may (but is not obligated to) draw on the letter of credit upon notice to Bright House in respect of any amounts to be paid by Bright House hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

Deleted: If Verizon draws on the letter of credit, upon request by Verizon, Bright House shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

Deleted: Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Bright House has provided Verizon with such assurance of payment.

Deleted: The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Bright House from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this [2]

and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Bright House Certification.

Bright House represents and warrants that as of the Effective Date, it has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Florida. It shall be a material breach of this agreement if Bright House orders service or exchanges traffic with Verizon if it lacks such authorization. Any dispute regarding Bright House's authorization to operate and to place orders under this Agreement shall be subject to the dispute resolution provisions of Section 14.

8.4 [Intentionally Left Blank].

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer. The due date specified in a billing Party's statement in accordance with subsection (a) preceding generally shall be one month after the date that such bill is actually issued..
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the services, dollar amounts and time periods at issue, and an explanation of the Party's dispute, setting forth in a commercially reasonable level of detail the reasons for disputing each item. For the avoidance of any doubt, Bright House shall be deemed to have complied with the notice requirements of the preceding sentence to the extent that it uses Verizon's standard electronic claims submission process. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for

assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, it is expressly agreed that (a) neither Party may submit a bill to the other Party for any Service hereunder more than one (1) year after the Service was provided, it being expressly agreed that any right to bill or collect any payment for Services not billed within one year of their being rendered is irrevocably waived, and (b) neither Party may dispute any charges on any bill more than one (1) year after such bill is received, irrespective of the merits of the dispute, it being expressly agreed that any right to dispute any bill more than one (1) year after such bill is received, is irrevocably waived.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement;
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary";
 - 10.1.6 any information regarding or contained in any Orders placed by a Party, including information relating to specific Customers who are choosing to obtain any goods, services, arrangements, or facilities from a Party, the dates on which Customer(s) will cease taking service from one Party and/or begin taking service from another Party, until and unless it becomes publicly known that such specific Customers have already begun to receive such goods, services, arrangements, and/or facilities; and
 - 10.1.7 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.7.

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10.2 Except as otherwise provided in this Agreement, the Party shall:

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10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement, including without limitation, preventing the Receiving Party's retail or sales operations from learning any information provided by the Disclosing Party to the Receiving Party's wholesale operations; and

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10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made

commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of carrier proprietary information or CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

(a) Default is defined as (i) a Party's failure to make any payment required under this Agreement (including in accordance with Section 9); (ii) a Party's material breach of any other material term or condition of this Agreement; or (iii) any other event specifically identified as a Default in this Agreement.

(b) In the event of Default, the non-defaulting Party may suspend its performance under this Agreement (including its provision of any or all Services hereunder) or may terminate this Agreement, in whole or in part, if such Default remains uncured not less than thirty (30) days after delivery of notice to the defaulting party setting forth the nature of the default. In the event that the alleged defaulting party disputes such allegation of Default, such dispute will be subject to the dispute resolution provisions of Section 14 of this Agreement.

13. Discontinuance of Service

- 13.1 If a Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, that Party shall comply with all Applicable Law regarding such discontinuance, and shall provide notice to the other Party of such discontinuance.
- 13.2 In the event of a service discontinuance by Bright House as set forth in Section 13.1, the following provisions shall also apply only if and to the extent that the discontinued Customers include Customers that are served by resale arrangements obtained under the Resale Attachment of this Agreement:
- 13.2.1 Bright House shall provide notice of such discontinuance to Verizon, the Commission, and each of Bright House's resale Customers, not less than thirty (30) days prior to its discontinuance of service, or such greater period as may be required by Applicable Law.
- 13.2.2 Such notice must advise each such Bright House resale Customer that unless action is taken by such Customer to switch to a different carrier prior to Bright House's proposed discontinuance of service, the Bright House Customer will be without the service provided by Bright House to such Customer.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes (a) a description in commercially reasonable detail, considering the circumstances (including, as appropriate, such detail as may be required under Section 9.3), of the dispute or alleged nonperformance and (b) the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, Bright House shall provide to Verizon reasonable, nonbinding forecasts regarding the Services that Bright House expects to obtain from Verizon, including, but not limited to, reasonable, nonbinding forecasts regarding the types and volumes of Services that Bright House expects to obtain and the locations where such Services will be obtained.

17. [Intentionally Left Blank]

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

20. Indemnification

- 20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

Deleted: Bright House assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Bright House's account in cases of, fraud by Bright House's Customers or other third parties.¶]

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20.2 Indemnification Process.

- 20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold

harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 In light of the indemnification provided for in this Section 20, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 Each Party shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, the Party obtaining insurance shall maintain the following insurance:
 - 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
 - 21.1.5 For Bright House, all risk property insurance on a full replacement cost basis for all of Bright House's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided pursuant to Sections 21.4 and 21.5, and the Party receiving such certificates reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of the Party obtaining such insurance.
- 21.3 Each Party shall name the other Party as an additional insured on the foregoing liability insurance.
- 21.4 Each Party shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, such Party's insurance policies, and at such other times as the other Party may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to the other Party. In the case of Bright House as insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038. In the case of Verizon as insuring Party, the certificates or other proof of the foregoing insurance shall be sent to: [specify address]
- 21.5 Each Party shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party or the other Party's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish the other Party certificates or other adequate proof of such insurance reasonably acceptable to the other Party in accordance with Section 21.4.
- 21.6 Failure of a Party or its contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.
- 21.7 Certificates furnished by Bright House or Bright House's contractors shall contain a clause stating: "****Verizon Company Full Name 1 TXT**** shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance." Certificates furnished by Verizon or Verizon's contractors shall contain a clause stating: "Bright House Networks Information Services (Florida) LLC shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."
- 21.8 The Parties agree that Verizon may satisfy the requirements of this Section 21 through self-insurance.

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its

Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

22.4 Each Party agrees that the Services provided by the other Party hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between the other Party and the other Party's vendors. Each Party agrees to advise the other Party, directly or through a third party, of any such terms, conditions or restrictions that may limit any use by the other Party of a Service provided by a Party that is otherwise permitted by this Agreement. At a Party's written request, to the extent required by Applicable Law, the other Party will use its best efforts, as commercially practicable, to obtain intellectual property rights from its vendor to allow the Party to use the Service in the same manner as the other Party that are coextensive with the other Party's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which the Party has obtained its intellectual property rights. The other Party shall reimburse the Party for the cost of obtaining such rights.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support

interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
 - 25.5.1 under Sections 20, Indemnification, or 41, Taxes.
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258;
 - 25.5.6 for damages arising out of the intentional misconduct of a Party; or

- 25.5.7 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its Tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Bright House and Verizon will 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. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or a substantial interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,
- 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service

credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

- 29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

- 29.1.1 shall be in writing;
- 29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by certified or registered first class U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and
- 29.1.3 shall be delivered to the following addresses of the Parties:

To Bright House:

[specify addresses]

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Bright House shall notify Verizon, by written notice pursuant to this Section 29, of any changes in the addresses or other Bright House contact information identified under Section 29.1.3 above.

29.1.4 In addition to the formal Notice procedure provided above, each Party shall endeavor to provide the other Party with duplicate notification via email (which shall not constitute formal notice under this Agreement) of all communications which are provided via formal notice. Verizon shall be under no obligation to provide, or to endeavor to provide, email copies of notices that are sent simultaneously to five or more carriers, and in any event a failure to deliver email notice hereunder shall not constitute a breach of this Agreement. For purposes of email notification, the Parties shall use the following email addresses (which may be changed by Notice as provided in this section 29):

Bright House: [email addresses]

Verizon: [email addresses]

30. Ordering and Maintenance

Bright House shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions involving the facilities or Services provided by Verizon. Verizon may agree to use Bright House's electronic ordering platforms if such system meets Verizon's technical requirements.

31. Performance Standards

- 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 31.2 Bright House shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for Bright House Customers

- 32.1 Bright House shall establish telephone numbers and mailing addresses at which Bright House Customers may communicate with Bright House and shall advise Bright House Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a Bright House Customer, including, but not limited to, a Bright House Customer request for repair or maintenance of a Verizon Service provided to Bright House.

33. Predecessor Agreements

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 33.1.1 [Intentionally left blank]
 - 33.1.2 any Services that were being purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Florida pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.
- 33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

- 34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

- 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered)

through a Change in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 [Intentionally left blank]

38. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

39. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law ~~to be collected from the Purchasing Party by the Providing Party,~~ then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

Deleted: or a Tariff

41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that

the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

- 41.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 41.5 Liability for Uncollected Tax, Interest and Penalty.
- 41.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon,

as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate reasonably with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Verizon Communications
Tax Department
One Verizon Way, VC53S-221
Basking Ridge, NJ 07920

To Bright House:

CLEC Tax Notification Contact TE

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Each Party acknowledges that a Party, at its election, may deploy fiber throughout its network and that such fiber deployment may materially affect the other Party's ability to provide service using certain technologies. Nothing in this Agreement shall limit a Party's ability to modify its network through the incorporation of new equipment or software or otherwise. Each Party shall be solely responsible for the cost and activities associated with accommodating, in its own network, such changes in the other Party's network.

Deleted: Verizon

Deleted: The Parties acknowledge

Deleted: Verizon

Deleted: inhibit or facilitate ***CLEC Acronym TE***s

Deleted: Verizon's

Deleted: ***CLEC Acronym TE***

Deleted: its own

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Florida. Verizon shall be obligated to provide Services under this Agreement only within this territory.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person, provided, however, that such termination shall be permissible only if Verizon assigns its duties and obligations under this Agreement, in accordance with Section 5 of this Agreement, to the third person and the third person agrees in writing to assume all of Verizon's duties and obligations hereunder with respect to such territory or portion thereof. Verizon shall provide Bright House with at least 90 calendar days prior written notice of such termination, which notice shall not be effective unless it is accompanied by the written assignment and acknowledgement by the third person noted above.

Deleted: ***CLEC Acronym TE***

Deleted: upon the date specified in the notice

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act. To the extent that the exercise by Bright House of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, Bright House shall be solely liable for all otherwise-applicable charges associated therewith, as well as for any otherwise-applicable termination charges associated with the termination of existing Verizon services.

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement applicable to the use of Services obtained by it under this Agreement.

Deleted: (including, but not limited to the provisions of applicable Tariffs)

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48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. **Warranties**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. **[Intentionally Left Blank]**

51. **Payment for Services**

51.1 This Agreement contains numerous provisions requiring performance of multiple functions by each Party that provide benefits to the other Party and/or the other Party's Customers and End Users. By way of example and not limitation, each Party provides the other Party with interconnection arrangements, transport and termination of traffic, number portability, and dialing parity.

51.2 Because of these multiple offsetting obligations, no performance of an obligation by one Party under this Agreement shall be construed to create an obligation on the other Party to pay the performing Party for performing that obligation, including without limitation the provision of any Service, activity, function, or performance under or relating to this Agreement. Any and all payment obligations that exist or arise under this Agreement are expressly set forth in this Agreement using language that expressly states that payment for the particular activity is required and that states what specific payment is required

51.3 For the avoidance of doubt, the fact that a Party places an Order under this Agreement, whether by means of an LSR, an ASR, or otherwise, shall not be construed to mean or imply that the Party placing the Order has an obligation under this Agreement, or at all, to make any payments to the other Party in compensation for the Service. Any payment obligations that exist under this Agreement are expressly stated in this Agreement.

51.4 For the convenience of Verizon, the Pricing Attachment to this Agreement is Verizon's standard Pricing Attachment as of the Effective Date of this Agreement for Florida. The Parties acknowledge that they have made no effort to eliminate from the Pricing Attachment references to or prices for activities, functions, and/or Services that are not chargeable or otherwise subject to any payment obligation under this Agreement. For avoidance of doubt, notwithstanding anything in the Pricing Attachment to the contrary, nothing in the Pricing Appendix creates or shall be construed to create any obligation on the part of either Party to pay for any particular activity, function, performance, or Service under this Agreement. Instead, the Pricing Attachment is for reference only, and the fact that the Pricing Attachment may contains a price for a particular activity, function, performance and/or Service shall not be construed to create any payment obligation. Instead, as provided in Section 50.2, each and every

Deleted: <#>Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to ***CLEC Acronym TE***.¶
<#>Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with thirty (30) days prior written notice to ***CLEC Acronym TE*** terminate any provision of this Agreement that provides for the payment by Verizon to ***CLEC Acronym TE*** of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to ***CLEC Acronym TE***. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to ***CLEC Acronym TE*** related to traffic only to the extent required by Applicable Law. If Verizon exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to ***CLEC Acronym TE*** related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.¶

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payment obligation established in this Agreement is expressly stated in the
substantive terms of this Agreement.

SIGNATURE PAGE

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

*****CLEC Full Name TE*****

*****VERIZON COMPANY FULL NAME 1 TXT*****

By: _____

By: _____

Printed: *****CLEC Signing Party TE*****

Printed: *****Verizon Signing Party's Name MC*****

Title: *****CLEC Signing Party's Title TE*****

Title: *****Verizon Signing Party's Title MC*****

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act, or, if applicable, in Parts 51 and 52 of Title 47 of the Code of Federal Regulations. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision. Otherwise, words shall be given their normal English language meaning, except that terms with a specialized or generally understood meaning or application within the United States telecommunications industry as of the Effective Date shall be interpreted in light of that meaning.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 [Intentionally left blank].
- 2.3 Affiliate.

Shall have the meaning set forth in the Act.
- 2.4 Agent.

An agent or servant.
- 2.5 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.6 ALI (Automatic Location Identification) Database.

The emergency services (E-911) database controlled by Verizon containing caller address/location information including the carrier name, National Emergency Numbering Administration ("NENA") ID, Call Back Number, and other carrier information used to process caller location records.

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing or routing requirements, including but not limited to the following: directory assistance, 911/E-911, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.

2.8 ANI (Automatic Number Identification).

The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

2.9 Applicable Law.

All effective laws, government regulations and government orders, including, without limitation, orders of the FCC and the Commission, applicable to each Party's performance of its obligations under this Agreement. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" includes the Federal Unbundling Rules.

2.10 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.11 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.12 BFR (Bona Fide Request).

The process described in the Network Element Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.13 Business Day.

Any day other than: (i) a Saturday or Sunday, (ii) a legal holiday in the state of Florida, or (iii) any other day on which commercial banks in Florida are authorized by law or government decree to close.

2.14 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.15 Calendar Year.

January through December.

2.16 [Intentionally Left Blank].

2.17 Call Back Number.

A telephone number that can be used by the PSAP to re-contact the location from which a 911/E-911 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 911/E-911 Call.

2.18 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.19 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.20 Change in Applicable Law.

Any legislative, regulatory, judicial or other governmental decision, order, determination or action, that changes Applicable Law, and that materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement.

2.21 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.22 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Florida. Bright House is a CLEC.

2.23 CLLI Codes.

Common Language Location Identifier Codes.

2.24 CMDS (Centralized Message Distribution System).

The billing record and clearing house transport system that LECs use to exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

2.25 Commission.

The Florida Public Service Commission

2.26 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.

2.27 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's telephone number.

2.28 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.29 Cross Connection.

Within a collocation arrangement, facilities between a collocating Party's equipment and either (a) the equipment or facilities of the housing Party (such as the housing Party's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel) or (b) the equipment or facilities of another collocating party.

2.30 Customer.

A subscriber to a Party's Telecommunications Services or to the services of an Affiliate of a Party, or a third party, that provides interconnected VoIP services where such interconnected VoIP services are connected to the public switched telephone network via a Party's Telecommunications Services. For avoidance of doubt, the term "Customer" includes third party residence, business or governmental End Users who receive interconnected VoIP Service from an affiliate of a Party, and also includes resellers or other entities to which a Party provides Telecommunications Services on a wholesale basis that are then used in connection with the provision by such entity of voice communications services to End Users.

Deleted: A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.¶

2.31 Dark Fiber Loop.

Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon End Office, and Verizon's accessible terminal located in Verizon's main termination point at a Customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.32 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or UNE Wire Centers.

2.33 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Verizon switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to

as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Verizon UNE Wire Centers.

2.34 Default PSAP.

The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it cannot be selectively routed, due to an ANI/key failure, or other cause, to the Designated PSAP.

2.35 Designated PSAP.

The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the selective routing assigned to the geographic location of the End User.

2.36 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.37 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to Bright House, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.38 DS0 (Digital Signal Level 0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.39 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.40 DS1 Dedicated Transport.

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

2.41 DS3 (Digital Signal Level 3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.42 DS3 Dedicated Transport.

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

2.43 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time

to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.44 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by ATIS.

2.45 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks, or that provides equivalent switching functions using different technology, for the purpose of originating/terminating voice calls or comparable traffic (e.g. facsimile transmissions). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.46 End User.

A business, governmental, consumer/residential or other entity that is not acting in the capacity of a Telecommunications Carrier that subscribes to a Telecommunications Service of a Telecommunications Carrier (including but not limited to a Party) and/or subscribes to an interconnected VoIP Service offered by a provider of such service (including but not limited to a Party or an affiliate of a Party). For avoidance of doubt, references to a "Bright House End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Bright House's network, and references to a "Verizon End User" refer to End Users that obtain connectivity to the PSTN directly or indirectly through Verizon's network.

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2.47 Exchange Access.

Shall have the meaning set forth in the Act. For purposes of this Agreement, "Exchange Access" traffic shall fall into one of two exhaustive and mutually exclusive categories: "Toll Traffic," as defined herein, in which one of the Parties is the IXC; and "Meet Point Billing Traffic" as defined herein in which the Parties jointly provide exchange access service to a third-party IXC

2.48 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area. "Non-Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under a non-optional Extended Local Calling Scope Arrangement, ordered by the Commission, terminates outside of the Customer's basic exchange serving area.

2.49 FCC.

The Federal Communications Commission.

2.50 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5, 2008 FCC Internet Order").

2.51 FCC Regulations/Rulings.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time, including both FCC rules and regulations formally codified in the Code of Federal Regulations and, to the extent unstayed and effective, valid FCC requirements imposed in FCC orders and rulings but not so codified (including, by way of example but without limitation, the FCC Internet Orders).

2.52 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.53 Feeder.

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

2.54 FNID (Fiber Network Interface Device).

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

2.55 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units

(MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.56 House and Riser Cable.

A two-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or NID) if the NID is located at such Rate Demarcation Point).

2.57 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.58 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.59 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.60 [Intentionally left blank]

2.61 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials, on the Customer's side of the Rate Demarcation Point.

2.62 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.63 Internet Traffic.

Traffic in which a Customer or End User of a Party establishes a dial-up connection to the modems or functionally equivalent equipment or facilities of an Internet Service Provider by means of connections to the public switched telephone network provided to the Internet Service Provider by the other Party.

2.64 InterLATA Service.

Shall have the meaning set forth in the Act.

Deleted: Information Access.

Deleted: The provision of specialized exchange telecommunications services in a LATA in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services

Deleted: , including a provider of Internet access or Internet transmission services

Deleted: . Such specialized exchange telecommunications services include, where necessary, the provision of network control signaling, answer supervision, automatic calling number identification, carrier access codes, testing and maintenance of facilities, and the provision of information necessary to bill customers.

Deleted: Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.[]

2.65 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.66 [Intentionally Left Blank].

2.67 ISDN (Integrated Services Digital Network).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).

2.68 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.69 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.70 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.71 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.72 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.73 [Intentionally Left Blank].

2.74 [Intentionally left blank]

2.75 Loop.

A transmission path that extends from a Main Distribution Frame or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.76 LSR (Local Service Request).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect certain Services provided

under this Agreement, including without limitation resold Telecommunications Services, Network Elements, requests for number porting, the establishment of Directory Listings, and other functions.

2.77 Maintenance Control Office.

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

2.78 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.79 Measured Internet Traffic.

Internet Traffic originated by a Customer of one Party on that Party's network at a point in ~~that Party's~~ local calling area, and delivered to ~~the modems or functionally equivalent equipment or facilities of an Internet Service Provider served by the other Party~~ at a point in the same local calling area. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.

Deleted: Dial-up, switched

Deleted: a Verizon

Deleted: a Customer

Deleted: , on that other Party's network

Deleted: Verizon

Deleted: Verizon local calling areas shall be as defined by Verizon.

2.80 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB", as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

2.81 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

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2.82 Meet Point Billing Traffic.

Traffic that (a) originates on the network of one Party, is exchanged with the other Party at a POI established under this Agreement, and is delivered by the other Party to an Interexchange Carrier or (b) is delivered by an Interexchange Carrier to one Party, is exchanged with the other Party at a POI established under this Agreement, and terminates on the network of the other Party.

2.83 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.84 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4 digit line number.

2.85 Network Element.

Shall have the meaning stated in the Act.

2.86 NID (Network Interface Device).

An interface provided by a Party terminating that Party's communications network on the property where the Customer's service is located, at a point determined by the Party placing the NID. A Verizon NID shall contain an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.87 911/E-911 Call(s).

Call(s) made by the Bright House End User by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

Deleted: ***CLEC Acronym TE***
end user

2.88 911/E-911 Service Provider.

An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

2.89 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.

2.90 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and telephone numbers bearing such NPA are typically associated with services provided within

that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.91 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.92 Order.

An order or application to provide, change, obtain maintenance with respect to, or terminate a Service (including, but not limited to, a commitment to obtain a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.93 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.94 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. POIs include (i) a technically feasible point on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement. The Interconnection Attachment sets forth the Parties' obligations with respect to the establishment of POIs.

2.95 Primary Reference Source.

Equipment that provides a timing signal that may be used as the basis of reference for the control of other clocks within a network.

2.96 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments.

2.97 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.98 PSAP.

Public Safety Answering Point.

2.99 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement. For the avoidance of doubt, the use of the term "Purchasing Party" does not necessarily indicate that the Service requested or received by such

Party gives rise to a payment obligation, if no such obligation otherwise exists under this Agreement or Applicable Law.

2.100 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Verizon UNE Tariff.

2.101 Qualifying Wholesale Services.

Wholesale services obtained from Verizon under a Verizon access Tariff or a separate wholesale agreement.

2.102 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services.

2.103 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.104 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.105 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC Regulations/Rulings, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.106 Reciprocal Compensation Traffic.

Telecommunications traffic exchanged between the Parties and subject to Reciprocal Compensation under Applicable Law. For avoidance of doubt, the Parties expressly acknowledge that in the November 5, 2008 FCC Internet Order, the FCC ruled that Internet Traffic is subject to Reciprocal Compensation and that, as a result, Reciprocal Compensation Traffic includes Internet Traffic, subject to the FCC's rules and rulings regarding intercarrier compensation applicable to such traffic.

2.107 Retail Prices.

Deleted: originated by a Customer of one Party on that Party's network

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Deleted: a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon.

Deleted: Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.108 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.109 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered or provided by a Party under this Agreement.

2.110 [Intentionally Left Blank].

2.111 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and Bright House utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

2.112 Subsidiary.

A corporation or other person that is controlled by a Party.

2.113 Sub-Loop Distribution Facility.

A two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface ("FDI") and the Rate Demarcation Point for such facility (or NID if the NID is located at such Rate Demarcation Point).

2.114 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.115 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.116 Tariff.

2.116.1 Any ~~Federal or state tariff of a Party, as amended from time to time; or~~

Deleted: applicable

2.116.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers to provide a service, function, or arrangement.

Deleted: Service

2.116.3 For avoidance of doubt, no Service offered or provided under this Agreement shall be subject to either Party's Tariff except to the extent that this Agreement expressly states that a Party's Tariff, rather than, or in addition to, the provisions of this Agreement, shall apply to such Service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.117 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.118 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.119 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.120 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.121 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

2.122 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.123 Toll Traffic.

Traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" and as to which one of the Parties is providing the service to the affected End User(s) and imposing on such End User(s) the separate charge referred to in that definition. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA. For avoidance of doubt, traffic that meets the definition set forth in the Act for the term "Telephone Toll Service" but as to which

Deleted: is originated by a Customer of one Party on that Party's network

Deleted: terminates

Deleted: a Customer of the other Party on that other Party's network

Deleted: is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic.

a third party carrier provides the service to the affected End User(s) and imposes on such End User(s) the separate charge referred to in that definition shall be treated as Meet Point Billing Traffic for purposes of this Agreement.

2.124 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.125 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. $\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic Total Minutes of Use)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1", the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU".

2.126 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and (to the extent not already counted) Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. $\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU".

2.127 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.128 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and

signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.129 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.130 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.131 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.132 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.133 Voice over Internet Protocol Service or VoIP Service

Shall have the meaning set forth for the term "Interconnected VoIP Service" in 47 C.F.R. § 9.3.

2.134 xDSL.

As defined and offered in this Agreement. The small "x" before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor".

ADDITIONAL SERVICES ATTACHMENT

1. **Alternate Billed Calls**

- 1.1 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

2. **Dialing Parity - Section 251(b)(3)**

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

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4. **Directory Listing and Directory Distribution**

Verizon will provide directory and listing services to Bright House on a just, reasonable and nondiscriminatory basis as required by Applicable Law and as specified herein.

4.1 **Listing Information.**

As used herein, "Listing Information" means a Bright House Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

4.2 **Listing Information Supply.**

Bright House shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format reasonably required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information (including additions, changes, and deletions) and the service address for each Bright House Customer whose service address location falls within the geographic area covered by the relevant Verizon directory and who wishes to be included in a Verizon directory or directory listing database. Bright House shall also provide to Verizon as promptly as commercially reasonable, but no less frequently than daily: (a) information showing Bright House Customers listed in a Verizon directory or included in a Verizon directory information database who have disconnected or terminated their service with Bright House; and (b) delivery information for each Bright House Customer not included in a Verizon directory or directory information database, to enable Verizon to perform its directory distribution responsibilities. Verizon shall distribute directories to Bright House End Users on the same basis and on the same schedule as Verizon distributed directories to its own End Users. Verizon shall promptly provide to Bright House (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable. Bright House shall impose no charges on Verizon for providing this information, and Verizon shall impose no charges of any nature on Bright House for including this information in its directories and databases, it being acknowledged by both Parties that each Party benefits from the mutual provision of these functions.

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Such services will be provided in accordance with the terms set forth

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4.3 Listing Inclusion and Distribution.

Verizon shall include at no nonrecurring, monthly recurring, ordering or order processing, or other charge either to Bright House or Bright House's Customers or End Users, the primary listing, in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, for each Bright House Customer/End User who wishes to be included in Verizon's directories, and shall provide initial distribution of such directories to such Bright House Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Bright House's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Bright House shall be entitled to direct Verizon to provide, for Bright House Customers/End Users, any additional, foreign, and other listings products as may be available to Verizon's Customers under a Verizon Tariff. If and to the extent that Bright House orders such additional, foreign or other listings products, Verizon shall bill, and Bright House shall pay, the same rates for such listing products as would apply to a Verizon Customer ordering the such a service. Other than the same tariffed charges that would apply to a Verizon End User ordering such a directory service, Verizon shall impose no charges of any nature on Bright House for including any Bright House information in Verizon's directories and databases or for distributing its directories.

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4.4 Verizon Information.

Upon request by Bright House, Verizon shall make available to Bright House the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to Bright House, on Verizon's Wholesale website (or, at Verizon's option, in writing) Verizon's directory listings standards and specifications.

4.5 Confidentiality of Listing Information.

(a) Subject to subsection (b), below, Verizon shall accord Bright House Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that, except as provided in (b) below, should Verizon elect to do so, it may use or license Bright House Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Bright House Customers are not separately identified as such; and provided further that Bright House may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate Bright House for Verizon's use or licensing of Bright House Listing Information.

(b) Information regarding the name and/or location of Bright House customers provided to Verizon in connection with facilitating the establishment of directory listings and/or delivery of directories shall be treated as Confidential Information and shall be used by Verizon solely for the purpose of establishing a listing and/or delivery of directories, as the case may be. For the avoidance of

doubt, until such time as the information becomes publicly available by being included in a directory or directory database, it shall be a material breach of this Agreement for Verizon to provide information obtained from Bright House in connection with the establishment of listings or the delivery of directories to any person, division, unit, or operation within Verizon or any affiliate or contractor of Verizon other than such persons, divisions, units or operations involved establishing/maintaining directories and/or the distribution of directories, including without limitation any persons, divisions, units or operations with a role in or responsibility for the sale or marketing of Verizon services to End Users. Verizon expressly agrees that in the event of an actual or threatened breach of this provision, and without limiting or excluding any other remedies that Bright House may have under this Agreement or under Applicable Law, Bright House shall be entitled to an immediate injunction prohibiting Verizon from providing such information to any such person, division, unit or operation within Verizon or any affiliate or contractor of Verizon and directing the immediate return or destruction of any such information that was previously so provided.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Bright House Customer listings. At Bright House's request, Verizon shall provide Bright House with a report of all Bright House Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Bright House with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

Bright House shall adhere to all generally applicable practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Bright House warrants to Verizon that Bright House has the right to provide such Listing Information to Verizon on behalf of its Customers. Bright House shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Bright House agrees to release, defend, hold harmless and indemnify Verizon, in accordance with Section 20 of the General Terms and Conditions, from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Bright House hereunder.

4.8 Liability.

In accordance with Section 25 of the General Terms and Conditions, Verizon's liability to Bright House in the event of a Verizon error in or omission of a Bright House Customer listing shall not exceed the amount actually paid by Bright House to Verizon for such listing. Bright House agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Bright House's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's Tariffs.

4.9 Service Information Pages.

Verizon shall include all Bright House NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Bright House's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Bright House is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Bright House's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Bright House's critical contact information for Bright House's installation, repair and Customer service, as provided by Bright House. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Bright House shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

Bright House acknowledges that if Bright House desires directory services in addition to those described herein and that Verizon is not otherwise required to provide under Applicable Law, such additional services shall be obtained under separate agreement with Verizon's directory publishing company. In such event, Verizon shall provide commercially reasonable cooperation to Bright House, including without limitation the provision of appropriate contact information for such directory publishing company, to facilitate Bright House in negotiating such a separate agreement.

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5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

5.2 If a Bright House Customer is served by resold Verizon dial tone line Telecommunications Service, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, Bright House shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Bright House. Bright House shall pay Verizon such charges in full regardless of whether or not Bright House collects such charges from its Customer.

- 5.3 Bright House shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Bright House exercises such option, Bright House will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Bright House to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Bright House has entered into a written agreement with Verizon under which Bright House will collect from Bright House's Customer and remit to Verizon the Voice Information Service provider's charges, Bright House shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Bright House. Bright House shall pay Verizon such charges in full regardless of whether or not Bright House collects such charges from its own Customer.

6. Intercept and Referral Announcements

Neither Party shall have an obligation, under the terms of this Agreement, to provide any intercepts or referral announcements in connection with an End User of one Party transferring service to the other Party while simultaneously changing their telephone number. Nothing in this Section 6 shall be construed to limit any obligation that a Party may have to provide referral announcements under Applicable Law.

7. Originating Line Number Screening (OLNS)

Upon Bright House's request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

- 8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing of any Verizon Service provided under or in connection with this Agreement.
- 8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Bright House Usage Information to Bright House pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.
- 8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Bright House.
- 8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Bright House through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not

limited to: (a) any Customer Information related to a Verizon Customer or a Bright House Customer accessed by, or disclosed or provided to, Bright House through or as a part of Verizon OSS Services; and, (b) any Bright House Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, Bright House. Notwithstanding the foregoing, nothing in this Section 8 shall restrict Bright House's right to make use of any information of which Bright House is or becomes aware by means other than access to Verizon OSS, Verizon OSS Services, or Verizon OSS Facilities.

- 8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.
- 8.1.6 Bright House Usage Information: For a Verizon Retail Telecommunications Service purchased by Bright House pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.
- 8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

- 8.2.1 Upon request by Bright House, Verizon shall provide to Bright House Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law, except that, to the extent that Applicable Law requires Verizon to provide a Service to Bright House, Verizon shall make Verizon OSS Services available to Bright House to the extent reasonably necessary to allow Bright House to efficiently and effectively Order such Service and communicate with Verizon regarding necessary maintenance with respect to it.
- 8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Bright House.
- 8.2.3 Notwithstanding any other provision of this Agreement, Verizon shall provide Bright House with such advance notice as is commercially reasonable in the circumstances of any material change to any Verizon OSS Services provided to Bright House. Without limiting the foregoing, and by way of illustration and example, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as

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such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website. No change by Verizon to its OSS shall have the effect of causing any service, function or transaction which is not chargeable to Bright House as of the Effective Date, to become a chargeable function hereunder.

8.3 Bright House Usage Information.

- 8.3.1 Upon request by Bright House, Verizon shall provide to Bright House Bright House Usage Information. Such Bright House Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
- 8.3.2 Bright House Usage Information will be available to Bright House through Network Data Mover (NDM) or other such media as mutually agreed by both Parties.
- 8.3.3 Bright House Usage Information will be provided in an ATIS EMI format.
- 8.3.4 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Bright House Usage Information will be provided to Bright House shall be determined by Verizon.

8.4 Access to and Use of Verizon OSS Facilities.

- 8.4.1 Verizon OSS Facilities may be accessed and used by Bright House only to the extent necessary for Bright House's access to and use of Verizon OSS Services pursuant to this Agreement.
- 8.4.2 [Intentionally left blank]
- 8.4.3 Bright House shall restrict access to and use of Verizon OSS Facilities to Bright House. This Section 8 does not grant to Bright House any right or license to grant sublicenses to other persons, or permission to other persons (except Bright House's employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.
- 8.4.4 Bright House shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Bright House's use under this Section 8.
- 8.4.5 Bright House shall comply with all commercially reasonable practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

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- 8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Bright House only in connection with Bright House's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Bright House as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Bright House to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.
- 8.4.7 Bright House's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Bright House's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Bright House's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5 Verizon OSS Information.
 - 8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to Bright House a non-exclusive license to use Verizon OSS Information.
 - 8.5.2 Subject to Section 8.1.4, all Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, Bright House shall acquire no rights in or to any Verizon OSS Information.
 - 8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) Bright House Usage Information, (b) CPNI of Bright House, and (c) CPNI of a Verizon Customer or a Bright House Customer, to the extent the Customer has authorized Bright House to use the CPNI.
 - 8.5.3.1 Verizon OSS Information may be accessed and used by Bright House only to provide Telecommunications Services to Bright House Customers.
 - 8.5.3.2 Bright House shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.
 - 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to Bright House any right or license to grant sublicenses to other persons, or permission to other persons (except Bright House's employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information.

- 8.5.3.4 Bright House's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Bright House's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by Bright House's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.
- 8.5.3.5 Bright House's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Bright House to provide Telecommunications Services to Bright House Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement.
- 8.5.3.6 All Verizon OSS Information received by Bright House shall be destroyed or returned by Bright House to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.
- 8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), Bright House's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement.
- 8.5.5 Audits.
 - 8.5.5.1 Verizon shall have the right (but not the obligation) to audit Bright House to ascertain whether Bright House is complying with the requirements of Applicable Law and this Agreement with regard to Bright House's access to, and use and disclosure of, Verizon OSS Information.
 - 8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Bright House's access to and use of Verizon OSS Information which is made available by Verizon to Bright House pursuant to this Agreement, to ascertain whether Bright House is complying with the requirements of Applicable Law and this Agreement, with regard to Bright House's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Bright House's access to and use of Verizon OSS Information which is made available by Verizon to Bright House through Verizon OSS Facilities.
 - 8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information

of Bright House pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

- 8.5.6 Bright House acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

8.6 Liabilities and Remedies.

- 8.6.1 Any breach by Bright House, or Bright House's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Bright House or an employee, agent or contractor of Bright House at any time breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Bright House, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part. If the Parties disagree as to whether a material breach has occurred, the matter shall be treated as a dispute pursuant to Section 14 of the General Terms and Conditions.

- 8.6.2 Bright House agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by Bright House or the employees, agents or contractors of Bright House, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information and the use of confidential information disclosed by one Party to the other, including, but not limited to, 47 U.S.C. § 222, and nothing in this Agreement is intended to constitute a waiver by either Party of any right with regard to protection of the confidentiality of, or limitations on the use of, the information of such Party or such Party's Customers provided by Applicable Law. Each Party agrees to abide by all requirements of 47 U.S.C. 222 in connection with the performance of their obligations, and the exercise of their rights, under this Agreement, and each Party agrees that the other Party would be irreparably injured by a breach of this Section 8.7 by the Party or its employees, agents or contractors, and that each Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in

addition to any other remedies available under this Agreement or at law or in equity.

8.8 Cooperation.

Bright House, at Bright House's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

- 8.8.1 Upon request by Verizon, Bright House shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, non-binding, good faith estimates of the volume of each type of OSS transaction that Bright House anticipates submitting in each month of the next Calendar Quarter.
- 8.8.2 Bright House shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding commercially reasonable limitations on the capacity or capabilities of such Verizon OSS Services.
- 8.8.3 Bright House shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to Bright House Customers.

- 8.9.1 Verizon shall have the right to access, use and disclose information related to Bright House Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized in the manner required by Applicable Law. Notwithstanding the foregoing or anything else in this Agreement, all information regarding the name, address, or other identifying information of Customers who have chosen to take service from Bright House or a Bright House affiliate but have not yet begun receiving such service, as well as all advance information regarding the timing of any such Customer's becoming a Bright House Customer, that Verizon may possess or come to possess as a result of either Party performing any obligations or exercising any rights under this Agreement, shall be deemed to be Bright House Confidential Information, and Verizon shall not use any such information it may possess except in accordance with Applicable Law, including 47 U.S.C. § 222(b) and FCC rules and rulings relating to 47 U.S.C. § 222(b).
- 8.9.2 As of the Effective Date, the Parties acknowledge that they have executed a separate agreement permitting Verizon to access Bright House's OSS in order to facilitate Verizon's receipt of Services from Bright House hereunder.

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TE*** Customer

8.10 [Intentionally Left Blank].

8.11 Cancellations

Verizon may cancel orders for service for which Verizon has previously notified Bright House that Bright House must take certain action in connection with such orders (e.g., correct order error or provide additional information) and there has been no Bright House activity in connection with such orders within thirty-one (31) consecutive calendar days after the original service due date.

9. Poles, Ducts, Conduits and Rights-of-Way

- 9.1 Verizon shall afford Bright House non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. The Parties acknowledge that as of the Effective Date hereof, they have entered into a separate agreement setting out the terms and conditions under which Bright House may access Verizon's poles, ducts, conduits and rights-of-way.

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10. Telephone Numbers

- 10.1 This Section applies in connection with Bright House Customers served by Telecommunications Services provided by Verizon to Bright House for resale.
- 10.2 Bright House's use of telephone numbers shall be subject to Applicable Law and the rules of the North American Numbering Council, the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or Bright House who is served by a Verizon Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from Verizon to Bright House, from Bright House to Verizon, or from Bright House to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by Verizon immediately prior to the change.
- 10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to Bright House for resale, the type or class of service subscribed to by the Customer changes.
- 10.5 If service on a VTS provided by Verizon to Bright House under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a Bright House switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, Bright House, or Telecommunications Carriers other than Verizon and Bright House.
- 10.6 Bright House may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic

Deleted: Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties

Deleted: <#>***CLEC Acronym TE*** shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by ***CLEC Acronym TE***. Such access shall be provided pursuant to ***CLEC Acronym TE***'s applicable Tariffs, or, in the absence of an applicable ***CLEC Acronym TE*** Tariff, ***CLEC Acronym TE***'s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by ***CLEC Acronym TE*** for such access shall be no less favorable than the terms, conditions and prices offered to ***CLEC Acronym TE*** by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.¶

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For a Verizon Telecommunications Service dial tone line purchased by Bright House for resale pursuant to the Resale Attachment, upon request by Bright House, Verizon will establish an arrangement that will permit Bright House to route the Bright House Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by Bright House. Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by Bright House and a mutually agreed-upon schedule. This routing arrangement will be implemented at Bright House's expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, Bright House will be responsible for ongoing monthly and/or usage charges for the routing arrangement. Bright House shall arrange, at its own expense, the trunking and other facilities required to transport traffic to Bright House's selected provider of operator and directory assistance services.

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12. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition. Notwithstanding the foregoing, the Parties agree to negotiate in good faith to establish a commercially reasonable means by which a Customer of one Party who has chosen to obtain service from the other Party may promptly remove any "PIC Freeze" or similar arrangement such Customer may have established.

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If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.¶

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INTERCONNECTION ATTACHMENT

1. General

1.1 Each party shall provide to the other Party, in accordance with this Agreement and with Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's network in a LATA and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access, and such other Telecommunications traffic as is provided for herein. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center or Verizon End Office Interconnection Wire Center but, notwithstanding any other provision of this Agreement or otherwise, would not include a Bright House Interconnection Wire Center, Bright House switch or any portion of a transport facility provided by Verizon to Bright House or another party between (x) a Verizon Interconnection Wire Center or switch and (y) the Interconnection Wire Center or switch of Bright House or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

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2. Points of Interconnection And Interconnection Format

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2.1 Point(s) of Interconnection.

2.1.1 Each Party, at its own expense, shall provide transport facilities as required to deliver traffic originating on, or transiting through, its network to the technically feasible Point of Interconnection on Verizon's network in a LATA selected by Bright House. To meet this obligation, a Party may:

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- 2.1.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or
- 2.1.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third party, or, (b) if the other Party offers such transport pursuant to a Tariff, from the other Party under the terms of such Tariff.

2.1.2 Interconnection Format

At Bright House's option, the Parties shall interconnect their networks using either TDM (older standard PSTN signaling format) or Internet Protocol (IP) (modern signaling format). IP-based arrangements are described in Section 3.2 of this Interconnection Attachment.

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2.2 Trunk Types And Trunk Administration.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

- 2.2.1.1 Interconnection Trunks 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, between their respective Telephone Exchange Service Customers, and Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

Deleted: Tandem Transit Traffic.

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Bright House's End Users and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment;

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2.2.1.3 Bright House Third Party Access Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Verizon's End Users and purchasers of Switched Exchange Access Service via Bright House's network, in accordance with Sections 9 through 11 of this Attachment.

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2.2.1.4 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic; and.

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2.2.1.5 A trunk group for Tandem Transit Traffic inbound from Verizon to Bright House.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic). In addition, either Party may request the establishment of a separate trunk group for the exchange of any type of traffic whose technical or billing requirements make such a separate trunk group commercially reasonable. If the Parties cannot agree within a period not to exceed sixty (60) days on the establishment of a requested separate trunk group, then either Party may invoke the Dispute Resolution provisions of Section 14 of the General Terms.

2.2.3 In accordance with the terms of this Agreement, as Bright House may elect, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

2.2.4 The Parties shall establish, at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Bright House originates calls for Verizon to terminate.

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- 2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time within a month for three consecutive months; (b) 200,000 minutes of use during each month for three consecutive months; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use during each month for three consecutive months: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, Bright House shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.
- 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Bright House shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.
- 2.2.7 In the case of a One-Way Interconnection Trunk group, the Party originating traffic over the trunk group shall have administrative responsibility for initiating requests to establish such a trunk group, add trunks to it, or remove trunks from it. Bright House shall have administrative responsibility for initiating request to establish a Two-Way Interconnection Trunk group and for initiating requests to add trunks to or remove trunks from it.
- 2.2.8 Trunk Forecasts. The Parties acknowledge that as of the Effective Date they are routinely sending in excess of twenty-five million (25,000,000) minutes of traffic per month to each other. As long as the volume of traffic each Party sends to the other Party has exceeded seventy-five million (75,000,000) minutes over the preceding ninety (90) days, then the Parties' forecasting obligation with regard to trunks shall be met by each Party advising the other Party of any anticipated trunking needs that would constitute a material change from the trend established over the prior six (6) month period. If the amount of traffic either Party sends to the other Party falls below the level set forth in the preceding sentence, then upon the request of either Party, the Parties shall negotiate reasonable and appropriate forecasting requirements. If the Parties cannot agree on such requirements, their disagreement shall be subject to the dispute resolution procedures of Section 14 of the General Terms and Conditions.

2.2.9 A Party shall initiate requests to establish, add trunks to, or remove trunks from, a trunk group by sending the other Party an ASR, completed in accordance with OBF Guidelines as in effect from time to time. The use of the industry-standard ASR form for this purpose shall not be construed as establishing any obligation on the part of either Party to compensate the other Party for any activity in connection with the affected trunks or trunk groups. There shall be no charges assessed by one Party to the other with respect to trunks or trunk groups established under this Agreement.

2.3 One-Way Interconnection Trunks.

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2.3.1.2 [Intentionally left blank]

2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from one Party to the other Party with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, the Party with administrative responsibility for the trunk group, will promptly initiate a request to the other Party to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five percent (85%) for all high usage trunk groups. If the Party with administrative responsibility for the trunk group fails to initiate the request as required by this section, then, on no less than thirty (30) days written notice, the other Party may disconnect the excess Interconnection Trunks.

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2.4 Two-Way Interconnection Trunks.

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2.4.1.1 [Intentionally left blank]

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2.4.3 Prior to establishing any Two-Way Interconnection Trunks, Bright House shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the

conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

- 2.4.4 [Intentionally left blank]
- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties ~~shall utilize, at Bright House's option, B8ZS and Extended Super Frame (ESF) trunking at the DS3 level or above (including OC-3, OC-12, or OC-48, as traffic levels dictate), using, at Bright House's option, copper or fiber physical transport facilities for DS3-level connections.~~
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and Bright House shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 Bright House shall determine the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Bright House shall have administrative responsibility for establishing Two-Way Interconnection Trunk groups and shall initiate additions of trunks to or removal of trunks from such trunk groups by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates.. Verizon's activity in establishing, adding trunks to, or removing trunks from such trunk groups shall be consistent with Verizon's effective standard intervals or negotiated intervals, as appropriate.
- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way

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Interconnection Trunk group and Bright House has not notified Verizon that it has corrected such blocking, Verizon may submit to Bright House a Trunk Group Service Request directing Bright House to remedy the blocking. Upon receipt of a Trunk Group Service Request, Bright House will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within a commercially reasonable time.

- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Bright House will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Bright House will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Bright House fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may, on no less than thirty (30) days written notice to the other Party, disconnect the excess Interconnection Trunks.

2.4.13 [intentionally left blank]

- 2.4.14 Bright House will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Bright House to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Bright House and the Verizon End Office.

3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

- 3.1.1 A Fiber Meet arrangement shall be established at the request of Bright House, and may be established at the request of Verizon, upon written notice to the other Party, if the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) in the relevant exchanges equal to at least one (1) DS-3. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. 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, such agreement not to be unreasonably conditioned, withheld, denied or delayed, 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,

Deleted: or bill (and ***CLEC Acronym TE*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates

Deleted: <#>Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and ***CLEC Acronym TE***'s network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.¶
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augment and on any other technical specifications or requirements reasonably necessary to implement the Fiber Meet arrangement. Any dispute regarding the establishment or operation of a Fiber Meet arrangement shall be subject to the Dispute Resolution provisions of Section 14 of the General Terms and Conditions of the Agreement. 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 to Section 3 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as Confidential Information.

3.1.2 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. Except as otherwise agreed by the Parties, Verizon shall not be required to construct or deploy more than two thousand five hundred (2500) feet of fiber cable for a Fiber Meet arrangement.

3.1.3 A Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of any traffic that they may lawfully exchange in accordance with Applicable Law.

3.1.4 Each Party shall bear its own costs and expenses in establishing a Fiber Meet arrangement. Other than per-minute intercarrier compensation charges as specified in this Interconnection Attachment, neither Party shall impose any charges on the other Party in connection with the establishment or use of a Fiber Meet arrangement.

3.1.5 Each Party will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to the other Party under the Agreement.

3.2 IP-Based Interconnection

(a) At Bright House's option, Bright House and Verizon shall interconnect their networks using IP format and signaling arrangements.

(b) To initiate IP-based interconnection, Bright House shall send a written request for such interconnection in accordance with the provisions of Section 29 of the General Terms and Conditions.

(c) Promptly following Verizon's receipt of such written request, the Parties shall negotiate in good faith and in a commercially reasonable manner to establish the technical and operational terms necessary to establish IP-format interconnection between their networks, including a commercially reasonable schedule for the establishment of such interconnection. If the Parties are not able to agree on any such matters, the disagreements shall be resolved as provided for in Section 14 of the General Terms and Conditions of this Agreement, except that either Party shall be permitted to bring any disagreement regarding the terms of IP-format interconnection to the Commission or other appropriate forum at any time after the day which is sixty (60) days from the date on which Bright House's written

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request is deemed to have been received by Verizon in accordance with Section 29 of the General Terms and Conditions.

4. Initiating Interconnection

- 4.1 If Bright House determines to offer Telephone Exchange Services and/or Exchange Access and to interconnect with Verizon in any LATA in which Verizon offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Bright House shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA (including, in accordance with the terms of this Agreement, a designation of a Fiber Meet arrangement as a means of interconnection); (c) Bright House's intended Interconnection activation date; (d) a forecast of Bright House's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Bright House's notice provided for in Section 4.1 of this Attachment, Verizon and Bright House shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

- 5.2.1 For both One-Way and Two-Way Interconnection Trunks, if Bright House elects to establish an OC-level or SIP interface at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.
- 5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if Bright House calls for the establishment of multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically

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(b) SIP interconnection shall be provided by means of fiber or copper-based physical interconnection facilities, at Bright House's option.¶
(c) The minimum data rate for SIP interconnection shall be 100 Megabits per second, in Ethernet format.¶
(d) In a SIP-based interconnection, the Parties shall exchange all signaling information necessary to allow the Party receiving the traffic to convert it, if necessary, into TDM format, including all signaling information necessary to populate all relevant fields of standard PSTN SS7 signaling messages.¶
(e) To the extent that either Party sends the other Party traffic that originated on the network of a third party (such as an IXC, wireless carrier, or third party LEC), that Party shall be responsible for converting such third party traffic into SIP format and for sending all PSTN signaling information that such Party receives from the third party, including without limitation ANI, CNAM, and OCN information, to the Party receiving the traffic. In addition, for Meet Point Billing traffic sent via an SIP interconnection, the Party providing the tandem functionality for the third party IXC shall record all information necessary to allow the Party receiving the traffic to bill such third party IXC and provide that information to the other Party, to the same extent as would apply to a TDM format interconnection, as specified in Section 10 of this Attachment.¶
(f) The Parties shall negotiate in good faith and in a commercially reasonable manner to establish any other technical or other matters necessary to establish a SIP-based interconnection. If the Parties are not able to agree on any such matters, the disagreements shall be resolved as provided for in Section 14 of the General Terms and Conditions of this Agreement.

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feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates (if applicable) and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

- 5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 [Intentionally left blank]
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Bright House traffic to Verizon, the subtending arrangements between Verizon Tandems and Verizon End Offices shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to Bright House, the subtending arrangements between Bright House Tandems and Bright House End Offices shall be the same as the Tandem/End Office subtending arrangements that Bright House maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

5.4.1 The Parties shall configure all trunks to use SS7 signaling. If a Party's technical limitations require the use of multi-frequency (MF) signaling on any trunk(s), for such trunks each Party will out pulse ten (10) digits to the other Party, unless the Parties mutually agree otherwise. Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic.

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5.4.2 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Traffic Measurement and Billing over Interconnection Trunks

- 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

- 6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment.
- 6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

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6.2 As of the Effective Date of this Agreement, both Parties have the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic) and therefore, each receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the Parties establish interconnection in any LATA in which the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in the same manner specified in the applicable Party's Tariffs establishing terms and conditions associated with providing exchange access services in connection with toll-free calls. For purposes of this Agreement, and pursuant to the "mirroring rule" established by the FCC in the April 18, 2001 FCC Internet Order and re-affirmed in the November 5, 2008 FCC Internet Order, the Parties shall exchange all Reciprocal Compensation Traffic, including Measured Internet Traffic, at the \$0.0007 integrated transport and termination rate established by the FCC and specified in the Pricing Appendix.

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Deleted: Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

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6.3 Each Party reserves the right to audit all Traffic, up to a maximum of one audit per Calendar Year, to be conducted in accordance with Section 7 of the General Terms and Conditions, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit

disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

6.5 Each Party represents that the amount of traffic exchanged hereunder that originates on V/FX numbers (as defined below) on such Party's network, or terminates to V/FX numbers on such Party's network (such traffic, a Party's "V/FX Traffic") is not material in light of the volume of traffic exchanged between the Parties. Based on the accuracy of this mutual representation, the Parties agree that they shall classify and rate all traffic exchanged over local interconnection trunks based on calling party number and called party number or equivalent information sent in connection with the traffic, as provided for in, and subject to, Section 6.1, above.

6.5.1 If a Party's V/FX Traffic becomes material in light of the volume of traffic exchanged between the Parties, such Party will promptly notify the other Party, and the Parties will promptly implement arrangements to classify and rate such V/FX Traffic based on the actual geographic end-points of the communication. Not more than twice per calendar year, a Party may request, and the other Party shall provide, additional assurance that the total volume of such Party's V/FX Traffic is not material.

6.5.2 A "V/FX Number" is a telephone number assigned or otherwise provided to the Customer of a Party where the rate center associated with the NPA/NXX Code (as set forth in the LERG) is outside the Verizon local calling area (including mandatory EAS) of the physical location of the Customer to whom the number is assigned.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation.

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer at the rate of \$0.0007, as specified in the Pricing Appendix.

No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, Bright House shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any collocation Services that Bright House obtains from Verizon, including any cross-connects or multiplexing that Bright House obtains in connection with a collocation arrangement.

The determination of whether traffic begins and ends in different local calling areas ("exchange areas") for purposes of its designation as Toll Traffic shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

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Reciprocal Compensation shall apply to all traffic to which Section 251(b)(5) of the Act applies, but only to such traffic, as determined by the rules and rulings of the FCC. For avoidance of doubt, for purposes of this Agreement and in the absence of any Change in Applicable Law, Reciprocal Compensation shall not apply to the following types of traffic:

- 7.2.1 Interstate or intrastate Exchange Access,
- 7.2.2 [Intentionally Left Blank]
- 7.2.3 Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 7.2.4 Traffic originated by a Customer of a Party's Optional Extended Local Calling Scope Arrangement,
- 7.2.5 Special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.6 Tandem Transit Traffic.
- 7.2.7 Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 [Intentionally left blank]
- 7.2.9 Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) shall be treated as provided for in Section 6.5 of this Interconnection Attachment.

7.3 [Intentionally left blank].

8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Orders and other applicable FCC orders and FCC Regulations/Rulings; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations/Rulings. For the avoidance of doubt, the Parties agree and acknowledge that in accordance with the November 5, 2008 FCC Internet Order, Measured Internet Traffic is subject to Section 251(b)(5) and is therefore subject to Reciprocal Compensation, subject, however, to the rules regarding compensation for such traffic (including the rate cap and mirroring rule) set forth in the FCC Internet Orders and reaffirmed by the FCC in the November 5, 2008 FCC Internet Order.
- 8.2 [Intentionally left blank]
- 8.3 [Intentionally left blank]
- 8.4 Any traffic not specifically addressed in this Agreement shall be exchanged on a "bill-and-keep" basis, with no intercarrier compensation as between the Parties with respect to it. Either Party may request negotiation of an amendment to this Attachment to specify intercarrier compensation other than bill-and-keep for any

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type of traffic not specifically addressed in this Agreement and of which the Parties exchange at least a DS1's worth of traffic for a period of no less than three (3) consecutive months. If the Parties cannot agree on such an amendment either Party may invoke the Dispute Resolution procedures of Section 14 of the General Terms and Conditions of this Agreement.

8.5 [Intentionally left blank]

8.6 VOIP Traffic. The Parties agree that for purposes of this Agreement, either Party may exchange VOIP Traffic (as defined below) with the other Party, and that such VOIP Traffic will be exchanged according to the same terms and conditions and at the same rates that would apply under this Agreement to the same type of traffic (e.g. Reciprocal Compensation Traffic, Exchange Access Service traffic, or other traffic types, as such traffic types are defined herein, but without consideration of whether such traffic is originated, routed or switched according to Internet Protocol or some other protocol) that is not VOIP Traffic.

8.6.1 Certain Definitions. As used in this Section 8.6, the following terms shall have their stated meanings.

8.6.1.1 "VOIP Traffic" means voice communications and such other applications (e.g., fax transmissions) that (a) originate in Internet protocol ("IP") format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party) in IP format, are converted from IP format to circuit switched format (before delivery to the Terminating Party, or, as otherwise may be provided under this Agreement or separate agreement, after delivery to the Terminating Party), and are delivered by the Originating Party to the Terminating Party for termination by a circuit switch on the public switched telephone network ("VOIP-to-PSTN Traffic"); (b) originate in circuit-switched format on the public switched telephone network, are delivered to the Terminating Party, are converted from circuit-switched format to IP format (after delivery to the Terminating Party, or, as otherwise may be provided under this Agreement or separate agreement, before delivery to the Terminating Party), and terminated by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("PSTN-to-VOIP Traffic"); or (c) originate in IP format at the end user's customer premises, are transmitted over a broadband connection to an IP service provider (including a Party or a third party), are converted to circuit-switched format before delivery to the Terminating Party (or, as otherwise may be provided under this Agreement or separate agreement, such conversion may not take place), and are delivered (via interconnection trunks established in accordance with this Agreement) to the Terminating Party, for termination by an IP service provider (including a Party or a third party) in IP format over a broadband connection to the end user's customer premises ("VOIP-to-VOIP Traffic"); in each case including such traffic that is originated by a Party or by a third party; provided, however, that VOIP Traffic does not include Phone-to-Phone VOIP Traffic or toll free access code (8YY) traffic. For the avoidance of doubt, nothing in this Section 8.6 shall be construed to impose any obligation to exchange traffic in IP format, or to alter or affect any such obligation that otherwise may be imposed by this Agreement or separate agreement.

8.6.1.2 "Phone-to-Phone VOIP Traffic" means communications that originate and terminate on the public switched telephone network but are transmitted by Internet Protocol at some point in the middle, as set forth in

the FCC's Order, *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, FCC 04-97, WC Docket No. 02-361 (rel. April 21, 2004).

8.6.1.3 "Originating Party" means a Party that delivers traffic (including traffic that originates on the Originating Party's network and third-party traffic) to the other Party for termination on the other Party's network.

8.6.1.4 "Terminating Party" means a Party that terminates, on its network, traffic delivered by the Originating Party.

8.6.2 FCC VOIP Order. If the FCC issues an order on or after March 1, 2010 that specifies what compensation is due for the exchange of VOIP Traffic, or other such terms and conditions that apply to the exchange of VOIP Traffic, the terms of such order shall apply prospectively according to the implementation dates set forth in such order without the need for amendment to the Agreement; provided that if such order is modified, stayed, or set aside by the FCC or a court of competent jurisdiction, the Parties shall modify, stay, or set aside their implementation thereof accordingly. Neither Party shall be deemed under this subsection to have waived its right to dispute the specific effect of such terms on the specific circumstances presented (e.g. whether particular traffic qualifies for a particular treatment under the terms of such order). Such disputes, if any, shall be resolved in accordance with Section 14 of the Agreement.

8.6.3 Reservation. The terms of this Section 8.6 represent a negotiated compromise between the Parties. Nothing in this Section 8.6 shall be construed by an admission by either Party that, the terms of this Section 8.6 are required by Applicable Law, or that absent and apart from the terms of this Agreement, VOIP Traffic is or ought to be defined or treated in any particular way. By way of example and not of limitation, this section does not constitute an admission by either Party that VOIP Traffic is or is not Telecommunications Traffic, or that the exchange of VOIP Traffic constitutes the exchange of Telephone Exchange Service or Exchange Access. Notwithstanding the foregoing, each Party hereby agrees to abide by the terms of this Section 8.6.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between Bright House End Users and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Bright House elects to have its End Office Switch subtend a Verizon Tandem and between Verizon End Users and Interexchange Carriers ("Bright House Third Party Access Trunks"), in any case where an IXC elects to use Bright House's network to carry access traffic between the IXC and a Verizon End Office elects to have its End Office Switch subtend a Verizon Tandem. (This includes, in each case, casually-dialed (1010XXX and 101XXXX) traffic).

9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 Bright House shall subtend one or more Verizon access Tandems. Bright House shall assign NPA/NXXs to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

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- 9.2.2 Bright House shall have administrative responsibility to establish Access Toll Connecting Trunks between Bright House's network and Verizon's network. Where Verizon provides tandem functionality, Bright House shall use these trunks to provide its portion of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Bright House's Customers via Verizon's tandem.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Bright House utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Bright House's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.
- 9.2.5 Nothing in this Section 9.2 of this Interconnection Attachment, or in any tariff, shall be construed to impose upon Bright House any obligation to compensate Verizon for any Verizon facilities or services that Verizon might provide in connection with the delivery of Switched Exchange Access traffic between Bright House's network and Interexchange Carriers, it being understood and acknowledged that Verizon shall recover any such compensation from such Interexchange Carriers, as provided in Section 10 of this Interconnection Attachment.

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9.3 Bright House Third Party Access Trunk Group Architecture.

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- 9.3.1 Verizon shall permit Bright House to route third-party-IXC access traffic from between Bright House's network and Verizon's End Offices via separate trunk groups established to carry such traffic.
- 9.3.2 Bright House shall have administrative responsibility to establish Bright House Third Party Access Trunks. Where Bright House provides tandem functionality, Verizon shall use these trunks to provide its portion of Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Verizon's Customers via Bright House's network.
- 9.3.3 The Bright House Third Party Access Trunks shall be two-way trunks. Such trunks shall connect the End Office Verizon utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to Bright House's network in such LATA.
- 9.3.4 Bright House Third Party Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Verizon's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to Bright House's network.

9.3.5 Nothing in this Section 9.3 of this Interconnection Attachment, or in any tariff, shall be construed to impose upon Verizon any obligation to compensate Bright House for any Bright House facilities or services that Bright House might provide in connection with the delivery of Switched Exchange Access traffic between Verizon's House's network and Interexchange Carriers, it being understood and acknowledged that Bright House shall recover any such compensation from such Interexchange Carriers, as provided in Section 10 of this Interconnection Attachment.

10. Meet-Point Billing (MPB) Arrangements

10.1 The Parties shall establish Meet Point Billing arrangements under which they shall jointly provide Switched Exchange Access services to third-party IXCs. To the extent not inconsistent with this Section 10, such Meet Point Billing arrangements shall comply with the provisions of the MECOD and MECAB documents published by the Alliance for Telecommunications Industry Solutions ("ATIS"), and, to the extent not inconsistent with the MECOD and MECAB documents, with each Party's Tariffs.

10.2 For Meet Point Billing arrangements established under this Agreement, the Parties shall use the "Multiple Bill Option," under which each Party bills the third-party IXC for those portions of Switched Exchange Access service that Party provides to the IXC. The Parties shall exchange, at no charge, any administrative or billing information reasonably necessary to allow each Party to appropriately bill the IXC.

10.3 For avoidance of doubt, in connection with any Meet Point Billing arrangement established under this Agreement:

(a) Subject to the Parties' obligations under Section 2.1 of this Interconnection Attachment, neither Party shall impose any charges on the other Party for any facilities, trunking, services, or serving arrangements. Instead, each Party shall bill the IXC for all such facilities, trunking, or services.

(b) Each Party shall make available to third-party IXCs a jointly-provided Tandem-Switched Transport service, under which transport is provided between the tandem or equivalent switch of one Party to the end office of the other Party, with the rating of the service to the IXC in accordance with each Party's respective Tariffs governing such Tandem-Switched Transport service.

10.4 Subject to the provisions of Sections 10.2 and 10.3 hereof, the Parties shall, by mutual agreement, determine to route Meet Point Billing traffic over (a) interconnection facilities and trunks used to carry Reciprocal Compensation and other traffic; (b) the same interconnection facilities used to carry Reciprocal Compensation and other traffic, but isolate such Meet Point Billing traffic on separate trunk groups; (c) separate facilities and trunks; or (d) some combination of (a), (b) and (c) above. If the Parties are unable, through good faith negotiations undertaken for a commercially reasonable period, to determine the facility and trunking arrangements applicable to Meet Point Billing traffic, then the dispute resolution provisions of Section 14 of the General Terms and Conditions shall apply.

10.5 All usage data to be provided pursuant to Sections 9 and 9 of this Attachment shall be sent to the following addresses:

To Bright House:

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[insert address]

For Verizon:

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Bright House originating "untranslated" 8YY traffic will be routed over a separate One-Way miscellaneous Trunk group.

11.1 When Bright House delivers translated 8YY calls to Verizon to be completed by

11.1.1 an IXC:

11.1.1.1 Bright House will provide an appropriate EMI record to Verizon;

11.1.1.2 Bright House will bill the IXC Bright House's applicable Switched Exchange Access Tariff charges and Bright House's applicable Tariff query charges; and

11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.

11.1.2 Verizon:

11.1.2.1 Bright House will provide an appropriate EMI record to Verizon; and

11.1.2.2 Bright House will bill Verizon Bright House's Switched Exchange Access Tariff charges and Bright House's applicable Tariff query charge.

11.1.3 a toll free service access code service provider in that LATA:

11.1.3.1 Bright House will provide an appropriate EMI record to Verizon and the toll free service access code service provider;

11.1.3.2 Bright House will bill the toll free service access code service provider Bright House's applicable Switched

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Bright House and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.¶ Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.¶

Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by th [28]

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Exchange Access Tariff charges and Bright House's applicable Tariff query charges; and

- 11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to Bright House to be completed by
 - 11.2.1 Bright House:
 - 11.2.1.1 Verizon will provide an appropriate EMI record to Bright House; and
 - 11.2.1.2 Verizon will bill Bright House Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
 - 11.2.2 a toll free service access code service provider in that LATA:
 - 11.2.2.1 Verizon will provide an appropriate EMI record to Bright House and the toll free service access code service provider;
 - 11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
 - 11.2.2.3 Bright House will bill the toll free service access code service provider Bright House's applicable Switched Exchange Access Tariff charges.
- 11.3 When Bright House delivers untranslated 8YY calls to Verizon to be completed by
 - 11.3.1 an IXC:
 - 11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;
 - 11.3.1.2 Verizon will provide an appropriate EMI record to Bright House;
 - 11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
 - 11.3.1.4 Bright House will bill the IXC Bright House's applicable Switched Exchange Access Tariff charges.
 - 11.3.2 Verizon:
 - 11.3.2.1 Verizon will query the call and complete the call;

- 11.3.2.2 Verizon will provide an appropriate EMI record to Bright House;
- 11.3.2.3 Bright House will bill Verizon Bright House's applicable Switched Exchange Access Tariff charges.
- 11.3.3 a toll free service access code service provider in that LATA:
 - 11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;
 - 11.3.3.2 Verizon will provide an appropriate EMI record to Bright House and the toll free service access code service provider;
 - 11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and
 - 11.3.3.4 Bright House will bill the toll free service access code service provider Bright House's applicable Switched Exchange Access Tariff charges.
- 11.4 Verizon will not direct untranslated toll free service access code calls to Bright House.

12. Tandem Transit Traffic

- 12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Bright House's network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to a Central Office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 12.2 Tandem Transit Traffic Service provides Bright House with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. Bright House shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 [Intentionally left blank]
- 12.5 Bright House shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem.

Deleted: <#>***CLEC Acronym TE*** may use Tandem Transit Traffic Service only for traffic that originates on ***CLEC Acronym TE***'s network and only to send traffic to an Other Carrier with whom ***CLEC Acronym TE*** has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by ***CLEC Acronym TE*** and to bill ***CLEC Acronym TE***, and not to bill Verizon, for such traffic. ***CLEC Acronym TE*** agrees not to use Verizon's Tandem Transit Traffic Service to send traffic to an Other Carrier with whom ***CLEC Acronym TE*** does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on ***CLEC Acronym TE***'s network.¶
CLEC Acronym TE

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Deleted: and Verizon reserves the right to assess to ***CLEC Acronym TE*** any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

- 12.6 If Bright House uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"), Bright House shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that Bright House has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.7 If Bright House fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 12.8 If or when a third party carrier plans to subtend a Bright House switch, then Bright House shall provide written notice to Verizon at least ninety (90) days before such subtending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Bright House shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to Bright House as defined in this Section such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a Bright House Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Bright House shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.
- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

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Deleted: Verizon is billed by any Other Carrier for any traffic originated by ***CLEC Acronym TE***. Verizon may provide notice to ***CLEC Acronym TE*** of such billing. Upon receipt of such notice, ***CLEC Acronym TE*** shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by ***CLEC Acronym TE***. Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.¶
If ***CLEC Acronym TE***

13. Number Resources, Rate Center Areas and Routing Points

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXXs/1000s blocks. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Bright House shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Bright House shall assign whole 1000s blocks to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs/1000s blocks.

- 13.4 Bright House will also designate a Routing Point for each NXX code or 1000s block assigned to it. Bright House shall designate one location for each Rate Center Area in which the Bright House has established NXX code(s) or 1000s blocks as the Routing Point for the NPA-NXXs/1000s blocks associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs/1000s blocks of Bright House will be routed in the same manner as calls to Bright House's initial NXXs/1000s blocks.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Bright House's choices regarding the size of the local calling area(s) that Bright House may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.
- 14. Joint Network Implementation and Grooming Process; Forecasting**
- 14.1 Joint Network Implementation and Grooming Process.
- Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:
- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.
- 14.2 Trunk Forecasting Requirements.
- 14.2.1 Initial Trunk Forecast Requirements. If Bright House has not initiated interconnection with Verizon in a LATA, then at least ninety (90) days before initiating interconnection in such LATA, Bright House shall provide Verizon with a one (1) -year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide Bright House's estimate of the amount of traffic to be delivered between the Parties, in

each direction, over each of the Interconnection Trunk groups in the LATA over the following four (4) quarters.

14.2.2 [Intentionally left blank]

14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Bright House or Verizon.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process, including all established intervals and rules for distinguishing simple from complex ports, adopted by the FCC (including those recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC)). In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. For avoidance of doubt, the presence of a Verizon DSL or similar service on a line does not convert an otherwise simple port into a complex port. LNP shall be available with respect to all of a Party's Customers/End Users, irrespective of the status of such Customer/End User as a government, business, or residence customer. There shall be no charges between the Parties for any LNP-related services or functions they may provide to each other and/or to each other's Customers/End Users, including without limitation coordinated ports or ports involving multiple lines or numbers of a single Customer/End User. Upon request, a Party shall provide the other Party with a description, in commercially reasonable detail, of that Party's procedures and policies for reserving numbers for customers so that such reserved numbers may be ported as appropriate

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15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the service(s) it previously received from Party A, in conjunction with the service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. In accordance with this Agreement, and Applicable Law a Party, and the Party's End User obtaining interconnected VoIP Service with PSTN connectivity provided by a Party, shall be entitled to full number portability rights, and the Party losing the customer shall have full responsibilities regarding LNP.

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15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity and shall remain in place for at least ten (10) days following the firm order commitment date associated with the port. Translations tear-downs shall not be implemented in Party A's network until after the port is completed. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 When a Customer of Party A is porting 12 or more telephone numbers to Party B, then at Party B's request, and at no charge to either Party or either Party's Customer, the Parties shall coordinate the cutover.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a code is not portable in accordance with Applicable Law. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

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15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX

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reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations/Rulings.

15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.

15.5 Bright House shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).

16. Facilitation of Direct Connections with Affiliates

Notwithstanding anything to the contrary in this Agreement, Verizon shall use commercially reasonable efforts, for a period not less than three (3) months (if agreement is not reached by that time), including access to Verizon premises and/or facilities on commercially reasonable terms, to facilitate Bright House's efforts to establish suitably sized direct physical connections to any carrier affiliated with Verizon, including without limitation, Verizon Wireless. If and to the extent that Verizon does not meet the requirement of the preceding sentence, then Verizon shall provide transit service for traffic between Bright House's network and the affected affiliated Carrier(s) at no charge or cost to Bright House for the term of this Agreement.

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If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.¶

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**PROCEDURES FOR TRANSFERRING CUSTOMERS/END USERS
BETWEEN VERIZON AND BRIGHT HOUSE**

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1. Scope

1.1 This Attachment deals with situations in which Bright House wins a Customer/End User from Verizon and will serve that Customer/End User on a full facilities basis, or in which Verizon wins a Customer/End User from Bright House and will serve that Customer/End User on a full facilities basis.

1.2 For purposes of this Attachment, Bright House will be treated as serving a Customer/End User on a full facilities basis if either (a) Bright House uses or will use no UNEs in serving the Customer/End User or (b) the only UNEs Bright house uses or will use to serve such Customer/End User are either (i) a Verizon NID as provided for in Section 9 of the UNE Attachment and/or (ii) Verizon's on-premises subloops for Multi-Tenant environments, as provided for in Section 7 of the UNE Attachment.

2. Procedures

2.1 When a Party wins a Customer/End User from the other Party, that Party shall be referred to here as the "New Provider." The Party losing the Customer/End User shall be referred to here as the "Old Provider."

2.2 The New Provider shall send an LSR to the Old Provider to accomplish the following tasks: (a) termination of the Customer's/End User's service with the Old Provider; (b) porting of the Customer/End User's number to the New Provider, in accordance with the requirements of Section 15 of the Interconnection Attachment, if the Customer/End User desires to retain their number; (c) any requisite modifications (including, at the New Provider's option, deletion) of the Customer/End User's directory-related records, as provided for in Section 4 of the Additional Services Attachment; and (d) in the case of Bright House as New Provider, any Verizon UNEs required under Sections 7 and/or 9 of the UNE Attachment.

2.3 From the time that the Old Provider receives the LSR until the Customer/End User has transferred service to the New Provider, the Old Provider shall strictly adhere to the requirements of Applicable Law banning retention marketing, as provided for in 47 U.S.C. § 222 and associated rules and rulings of the FCC and the courts. This requirement shall be in addition to, and not a substitute for or in derogation of, the providing Party's obligations under Section 107 of the General Terms and Conditions and Sections 8.7 and 8.9.1 of the Additional Services Attachment.

2.4 The Parties expressly acknowledge that in order to transfer a Customer/End User from one Party to the other on a full facilities basis, it may, depending on the specific service configurations and bundles of services being provided by the New Provider and the Old Provider and their respective affiliates, be necessary for the New Provider to ensure that the Customer's/End User's premises wiring used by the Old Provider to be disconnected from the Old Provider's network. With respect to any such disconnection:

2.4.1 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to be able to do so without creating any potentially unsafe or hazardous conditions, including without limitation creating a situation in which the Old Provider's facilities previously used to serve the Customer/End User are not adequately grounded. Each Party shall specifically ensure that any of its personnel performing such disconnections are

fully and adequately trained, and directed, to ensure that no such situations of ungrounded facilities will exist.

2.4.2 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not effect a disconnection of, impairment of, or disruption to, any services provided by the Old Provider and/or its affiliates using the same physical wiring, cabling, fiber optic cable, or other similar facilities but that are not intended by the Customer/End User to be disconnected from the Old Provider.

2.4.3 The New Provider shall ensure that any of its personnel performing such disconnections are fully and adequately trained to do so in a manner that does not harm or damage any of the facilities of the Old Provider and/or its affiliates, beyond the minimum alterations of such facilities as are reasonably necessary to permit the New Provider and/or its affiliates to properly provide to the Customer/End User the services that the Customer/End User has chosen to receive from the New Provider.

3. Compensation For Correcting Unsafe Conditions or Harm to Facilities

3.1 Each Party shall instruct its personnel involved in transferring Customers/End Users from one Party to the Other to report any instances in which such personnel have failed to meet the requirements of Section 2.3 hereof.

3.2 No less frequently than weekly, each Party shall report to the other Party any such instances, including the specific address of the Customer/End User where such instance occurred. The address shall be sufficiently specific so that the Old Provider can, with reasonable effort, visit the location at which the problem has arisen. In addition, and to the extent that a Party becomes aware of situations in which the other Party has failed to meet the requirements of Section 2.3 hereof, that Party shall promptly inform the other Party of such instances.

3.3 The Old Provider shall have administrative responsibility for correcting any situations arising from a violation by the New Provider of the requirements of Section 2.3 hereof. At the Old Provider's sole option, the Old Provider may: (a) require that the New Provider correct any such situations at the New Provider's sole cost and expense; (b) correct such situations using its own personnel, and bill the New Provider commercially reasonable time and materials charges for correcting such situations; or (c) use a third-party contractor to correct such situations, and bill the New Provider the full amount of such contractor's commercially reasonable charges.

4. Good Faith Consultations And Negotiations

At the reasonable request of either Party, the Parties shall meet to discuss any other issues arising from the need to reasonably, efficiently, and safely transfer a Customer/End User's service from one Party to the other on a full facilities basis, and shall negotiate in good faith regarding any such issues. If a Party requests such a negotiation and the other Party refuses to participate, or if such negotiations continue without resolution for a period of sixty (60) days, then either Party may treat the matter as a dispute under this Agreement, to be resolved in accordance with Section 14 of the General Terms and Conditions.

RESALE ATTACHMENT

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1. General

Verizon shall provide to Bright House, in accordance with this Agreement and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by Bright House; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Telecommunications Services to Bright House only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Bright House to the extent that provision of such Telecommunications Service is not required by Applicable Law.

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2. Use of Verizon Telecommunications Services

- 2.1 Verizon Telecommunications Services may be purchased by Bright House under this Resale Attachment only for the purpose of resale by Bright House as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Bright House for other purposes (including, but not limited to, Bright House's own use) must be purchased by Bright House pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.
- 2.2 Bright House shall not resell:
- 2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);
 - 2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;
 - 2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or
 - 2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.
 - 2.2.5 In addition to any other actions taken by Bright House to comply with this Section 2.2, Bright House shall take those actions required by Applicable Law to determine the eligibility of Bright House Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Bright House shall indemnify Verizon from any Claims resulting from Bright House's failure to take such actions required by Applicable Law.
 - 2.2.6 Verizon may perform audits to confirm Bright House's conformity to the provisions of this Section 2.2. Such audits may be performed once per calendar year unless a material discrepancy was found in the previous audit, and shall be performed in accordance with Section 7 of the General Terms and Conditions.

- 2.3 Bright House shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 Bright House shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Bright House Customers.
- 2.6 Bright House assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Bright House's account in cases of, fraud by Bright House's Customers or other third parties.

3. Availability of Verizon Telecommunications Services

- 3.1 Verizon will provide a Verizon Telecommunications Service to Bright House for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of Bright House.
- 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Bright House for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Bright House.

4. Responsibility for Charges

- 4.1 Bright House shall be responsible for and pay to Verizon all valid charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Bright House, Bright House Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to Bright House pursuant to this Resale Attachment.
- 4.2 Upon request by Bright House, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by Bright House such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own End User retail Customers, where and to

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the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own End User retail Customers. Bright House understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Bright House's purchase of such blocking or screening services, Bright House's End User Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Bright House intended to block. Notwithstanding the foregoing, Bright House shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

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5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to Bright House Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. Bright House shall, at Bright House's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Bright House or Bright House Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to Bright House, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Bright House to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by Bright House and at prices, terms and conditions to be negotiated by Bright House and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Bright House's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, Bright House will be responsible for entering into a direct contractual arrangement with the

third-party contractor at Bright House's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by Bright House for resale with Bright House's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by Bright House for resale.

6. **Rates and Charges**

The rates and charges for Verizon Telecommunication Services purchased by Bright House for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

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If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.}]

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NETWORK ELEMENTS ATTACHMENT

1. General

1.1 Verizon shall provide to Bright House, in accordance with this Agreement and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Bright House under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Bright House to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.

Deleted: (including, but not limited to, Verizon's applicable Tariffs)

1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.

1.3 Bright House may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination. Without limiting the foregoing, Bright House may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.

1.3.1 Verizon shall not be obligated to provide to Bright House, and Bright House shall not request from Verizon, access to a proprietary advanced intelligent network service.

1.4 [Intentionally left blank]

1.5 If as the result of Bright House Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Bright House Customer premises, Bright House will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in the Pricing Attachment).

Deleted: <#>Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to ***CLEC Acronym TE*** on an unbundled basis or in combination with other Network Elements.}]

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1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT:

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1.6.1 Discontinued Facilities.

- 1.6.1.1 Verizon may cease offering or providing Bright House with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Bright House. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.
- 1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Bright House has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Bright House. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Bright House is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Bright House, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Bright House is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Bright House; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if

Bright House fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Bright House seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Bright House must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Bright House's request is consistent with the requirements of the TRRO and that Bright House is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Bright House shall provide such certification using the automated method that Verizon makes available for that purpose. Bright House's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to Bright House by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to Bright House under a non-disclosure agreement or that is otherwise available to Bright House.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Bright House for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge Bright House's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then Bright House shall compensate Verizon for the additional charges that would apply if Bright House had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as Bright House requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Bright House shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where Bright House, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Verizon may reject a Bright House order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Bright House's order conflicts with a provision of a Verizon Tariff, (b) in any case where Bright House's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to Bright House by notice and/or by publication on Verizon's wholesale website, (c) in any case where Bright House's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Bright House was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or

permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 Sub-Loop for Multiunit Tenant Premises Access, as set forth in Section 7 of this Attachment;
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Bright House to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Bright House access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:
 - 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-

reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the

former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Bright House may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires

with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Bright House in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.10 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Bright House, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.
- 3.1.11 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Verizon will not install new electronics except to the extent required in Section 17 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.
- 3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Bright House requirements for metallic loops over 18k ft. or for conditioning of

ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

- 3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- 3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- 3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- 3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
- 3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
- 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.1.13 Verizon shall make Digital Designed Loops available Bright House at the rates as set forth in the Pricing Attachment.
- 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Bright House requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
 - 3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.1.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension

electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

- 3.1.15 Verizon shall make Conditioned Loops available to Bright House at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
 - 3.2.1 Bright House shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
 - 3.2.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Bright House as the process is completed in each Central Office. Bright House must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Bright House must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Bright House the ability to determine loop composition and loop length, and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Bright House to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Bright House requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.
 - 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Bright House must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification

process is currently available in the former Bell Atlantic Service Areas only.

- 3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Bright House may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.2.5 Once a Loop has been pre-qualified, Bright House will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
 - 3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
 - 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.2.6 If Bright House submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Bright House for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Bright House submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Bright House with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.2.7 Where Bright House has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to

determine whether conditioning may make the Loop compatible with the applicable service; or if Bright House is already aware of the conditioning required (e.g., where Bright House has previously requested a qualification and has obtained loop characteristics), Bright House may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Bright House's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.

- 3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Bright House, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
- 3.2.8.1 Three (3) Business Days will be required following receipt of Bright House's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- 3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Bright House. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

- 3.2.9 If Bright House requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Bright House cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Bright House shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Bright House cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Bright House shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.3 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops (Analog 2W Loops).
- 3.3.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Bright House Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Verizon to Bright House:
- 3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops.

When an outside dispatch is required to perform a conversion, additional charges may apply. If Bright House does not request a coordinated cutover, Verizon will process Bright House's order as a new installation subject to applicable standard provisioning intervals.

- 3.3.1.2 Bright House shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Bright House the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Bright House and Verizon shall mutually agree on a New Conversion Time, as defined below. Bright House shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Verizon shall provide Bright House the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 Bright House shall provide dial tone at the Bright House collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
 - 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Bright House; and
 - 3.3.1.5.2 If Bright House requests to reschedule outside the one (1) hour time frame above, Bright House

- 3.3.1.6 If Bright House is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Bright House will reschedule and, upon request from Bright House, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
 - 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Bright House is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
 - 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
 - 3.3.1.9 If Bright House requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.
- 3.4 [Intentionally Left Blank].
- 3.5 FTTP Loops.
- 3.5.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, Bright House shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the Customer premises of an end user that has not been served by any Verizon Loop other than a FTTP Loop.
 - 3.5.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon Tariff, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Bright House's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.6 Hybrid Loops.

- 3.6.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of this Agreement or any Verizon Tariff or SGAT, Bright House shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Bright House seeks access to a Hybrid Loop for the provision of "broadband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide Bright House with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Verizon is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Bright House seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises, using time division multiplexing technology.
- 3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if Bright House 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) or via Remote Switching technology deployed as a Loop concentrator Verizon shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Bright House unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.
- 3.6.4.1 Verizon will endeavor to provide Bright House with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

- 3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Bright House, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises via such technically feasible alternative that Verizon in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Bright House shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon Bright House's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Bright House after construction work has started, Bright House shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.
- 3.6.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

- 4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Verizon central office where the Loop terminates into a distribution frame or its equivalent.
- 4.2 Subject to the conditions set forth in Section 1 of this Attachment, Bright House may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Verizon shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.
- 4.3 Any Line Splitting between Bright House and another CLEC shall be accomplished by prior negotiated arrangement between Bright House and the other CLEC. Bright House shall give Verizon written notice of this arrangement through the Verizon Partner Solutions Local Service Customer Profile Form (formerly referred to as the Verizon Wholesale Local Service Customer Profile Form) on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website), or such other electronic notice mechanism that Verizon may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Bright House. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges

associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.

- 4.4 In order to facilitate Bright House's engaging in Line Splitting pursuant to this Section 4, Bright House may order for use in a Line Splitting arrangement, those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Bright House by Verizon under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Bright House in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Verizon's applicable Tariffs. Verizon shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.
- 4.5 Bright House and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.
- 4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Verizon Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.
- 4.7 Verizon shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Bright House's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. **[This Section Intentionally Left Blank]**

6. **Sub-Loop**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall allow Bright House to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Bright House access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

6.1 **Unbundled Sub-Loop Arrangement-- Distribution (USLA).**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall provide Bright House with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Bright House with access to a Sub-Loop Distribution Facility in

accordance with, but only to the extent required by, the Federal Unbundling Rules.

- 6.1.1 Bright House may request that Verizon reactivate (if available) an unused drop and NID or provide Bright House with access to a drop and NID that, at the time of Bright House's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Upon site-specific request, Bright House may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Bright House may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Bright House is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Bright House at such terminal. If Bright House obtains access to a Sub-Loop Distribution Facility from a TOPIC, Bright House shall install a TOPIC on an easement or Right of Way obtained by Bright House within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Bright House TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Bright House for any of Bright House's electronics in the TOPIC. Bright House shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Bright House may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Bright House, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Bright House must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Bright House TOPIC. To make such a request, Bright House must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Bright House wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the

location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Bright House's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Bright House must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Bright House must submit Sub-Loop Interconnection Applications to:

[For VZEast States]:

Collocation Applications
Verizon
Room 503
185 Franklin Street
Boston, MA 02110
E-Mail: collocation.applications@Verizon.com

[For VZWest States]:

Bright House's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Bright House a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Bright House shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Bright House's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Bright House breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Bright House with access to a Sub-Loop Distribution Facility, Verizon shall bill Bright House, and Bright House shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Bright House TOPIC and Bright House has paid the full cost of such installation, Bright House can request the connection of Verizon Sub-Loop Distribution Facilities to the Bright House TOPIC. At the same time, Bright House shall advise Verizon of the services that Bright House plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility

and assign the pairs in the interconnecting cable. Bright House shall run any crosswires within the TOPIC.

- 6.1.8 If Bright House requests that Verizon reactivate an unused drop and NID, then Bright House shall provide dial tone (or its DSL equivalent) on the Bright House side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Bright House dial tone or equivalent from the TOPIC. If Bright House requests that Verizon provide Bright House with access to a Sub-Loop Distribution Facility that, at the time of Bright House's request, Verizon is using to provide service to a Customer, then, after Bright House has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Bright House shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Bright House's LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide Bright House with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Bright House and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Bright House accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Bright House reports to Verizon a Customer trouble, (b) Bright House requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Bright House shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Bright House is not available at the appointed time. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Bright House by Verizon.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Bright House to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Sub-Loop for Multiunit Tenant Premises Access

7.1 Upon request by Bright House, Verizon shall provide to Bright House or, at Bright House's direction and on its behalf, a Bright House affiliate providing facilities used to provide Bright House End Users with interconnected VoIP services (for purposes of this Section 7 of this Attachment, "Bright House"), access to the Sub-Loop for Multiunit Premises Access in accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

Deleted: , but only to the extent required by,

7.1.1 House and Riser. Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall provide to Bright House access to a House and Riser Cable in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. Verizon will provide access to a House and Riser Cable where such facility is available and where Verizon (a) owns, operates, maintains and controls such facility or (b) otherwise has the legal right to manage, operate, or control such facility. Bright House may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point.

Deleted: only if Verizon

Deleted: and only where such facility is available. ***CLEC Acronym TE***

Deleted: It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

7.1.1.1 Bright House must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

7.1.1.1.1 Bright House shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

7.1.1.1.2 If suitable space is available, Bright House shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

7.1.1.1.3 Bright House's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Bright House's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment. Any dispute regarding the application of this provision, including regarding Verizon's plans, shall be subject to the dispute

- 7.1.1.1.4 Bright House shall identify its facilities as those of Bright House by means of permanently-affixed externally-visible signage or markings.
- 7.1.1.1.5 To provide Bright House with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for Bright House, (c) secure space for Bright House in any building, (d) secure access to any portion of a building for Bright House or (e) reserve space in any building for Bright House.
- 7.1.1.1.6 Verizon shall perform cutover of a Customer to Bright House service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Bright House's facilities, and Verizon shall reasonably determine how to perform such installation. Bright House shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Bright House in accordance with Bright House's order for such services.
- 7.1.1.2 If proper Bright House facilities are not available at the time of installation, Verizon shall bill Bright House, and Bright House shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 7.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with Bright House's use of Verizon's House and Riser Cable. All Bright House equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 7.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of Bright House. Bright House shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Bright House reports to Verizon a Customer trouble, (b) Bright House requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Bright House shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Bright House is not available at the appointed time. If as the result

of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Bright House by Verizon.

- 7.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, the Federal Unbundling Rules, upon request by Bright House and provided that the conditions set forth in Subsections 7.1.2.1 and 7.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:
- 7.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and
- 7.1.2.2 Bright House certifies that it will place an order for access to an unbundled Sub-Loop network element under the Federal Unbundling Rules via the newly provided single point of interconnection.

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

- 8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall provide Bright House with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Verizon shall not be required to provide, and Bright House shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Verizon is required to provide Bright House with unbundled access to Bright House's embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Verizon Tariff, or otherwise, Verizon shall not be required to provide, and Bright House shall not request or obtain, Dark Fiber Transport that does not connect a pair of Verizon UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Verizon only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Verizon's Dark Fiber Transport offerings.
- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:

- 8.2.1 [Intentionally Left Blank].
- 8.2.2 Bright House may access Dark Fiber Transport only at a pre-existing Verizon accessible terminal of such Dark Fiber Transport, and Bright House may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Bright House unless such Dark Transport is already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon UNE Wire Center, and not terminated to a fiber patch panel, are not available to Bright House.
- 8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Bright House's request.
- 8.2.4 Verizon shall perform all work necessary to install a cross connect or a fiber jumper from a Verizon accessible terminal to a Bright House collocation arrangement.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Bright House's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Bright House's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Verizon will provide, where available, Dark Fiber Transport via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. In cases where Verizon provides Dark Fiber Transport via an indirect route as described in this section, Bright House shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Verizon central offices that are the end points of the route. In no event shall Verizon be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Verizon is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Bright House. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Bright House. If access to Dark Fiber Transport is not available, Verizon will notify Bright House, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found

during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Bright House shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Bright House as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Transport for Bright House's use for ten (10) Business Days from Bright House's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 Bright House shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Bright House does not have additional requirements for collocation. The parallel provisioning process shall be used when Bright House requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Bright House for the reserved Dark Fiber Transport within ten (10) Business Days from Bright House's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Transport that Verizon previously notified Bright House are available. Should Bright House submit an order to Verizon after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Verizon has previously notified Bright House was available, Bright House assumes all risk that such Dark Fiber Transport will no longer be available.
- 8.2.5.5 Upon Bright House's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:
 - 8.2.5.5.1 Bright House will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Transport.
 - 8.2.5.5.2 Verizon will parallel process Bright House's requests for collocation, including augments, and Dark Fiber Transport.
 - 8.2.5.5.3 Before Bright House submits a request for parallel provisioning of collocation and Dark Fiber Transport, Bright House will:
 - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement

- 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Verizon that Bright House's collocation application has been accepted.
- 8.2.5.5.4 Bright House will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Bright House's Dark Fiber Transport request, Bright House may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Bright House, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Bright House's Dark Fiber Transport request, Verizon will parallel provision the Dark Transport to a temporary location in Verizon's Central Office(s). Verizon will charge and Bright House will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Transport request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Bright House collocation application, Bright House shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the temporary location in that Verizon Central Office(s) to the permanent location at Bright House's collocation arrangement in such Verizon Central Office(s). Bright House will prepare such request(s) in the manner and form specified by Verizon.
- 8.2.5.5.8 If Bright House cancels its collocation application, Bright House must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 Bright House shall order Dark Fiber Transport by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Transport that terminates in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement

cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.

- 8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Bright House in the condition that it is available in Verizon's network at the time that Bright House submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Transport for Bright House's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Bright House as Dark Fiber Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Bright House as Dark Fiber Transport.
- 8.2.11 Bright House shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 Bright House may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Bright House for use for Special or Switched Exchange Access Services, Bright House shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Bright House to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Verizon's network. In addition, except as otherwise required by the Federal Unbundling Rules, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
 - 8.2.14.1 Revoke Dark Fiber Transport leased to Bright House upon a showing of need to the Commission and twelve (12) months' advance written notice to Bright House; and
 - 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Bright House order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Bright House, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Bright House may not reserve Dark Fiber Transport.
- 8.2.16 Bright House shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport

accommodate the requirements of Bright House; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Bright House's collocation arrangements with any proper optical cross connects or other equipment that Bright House needs to access Dark Fiber Transport before it submits an order for such access. Bright House hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Bright House places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.

- 8.2.17 Bright House is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Transport that has been broken. Verizon will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.
- 8.2.18 [Intentionally Left Blank].
- 8.2.19 Bright House may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
 - 8.2.19.1 [Intentionally Left Blank].
 - 8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Verizon Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Bright House may reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Bright House submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Transport will be available when Verizon receives such order, and Bright House assumes all risk that the Dark Fiber Transport will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Bright House submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Bright House assumes all risk that the Dark Fiber Transport will not be compatible with Bright House's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Verizon is not required to

provide, and Bright House may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Bright House leased a Dark Fiber Loop from Verizon as of March 11, 2005, Bright House may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Verizon, prior to the Effective Date, has provided Bright House with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Verizon to exercise its rights with respect to discontinuance of Dark Fiber Loops.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Bright House, Verizon shall permit Bright House to connect a Bright House Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Bright House with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Bright House may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Bright House NID deployed by Bright House or, if an entrance module is available in the Verizon NID, by connecting a Bright House Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 9.2 In no case shall Bright House access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Bright House access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Bright House remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Bright House remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Bright House is connecting a Bright House-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Bright House does not need to submit a request to Verizon and Verizon shall not charge Bright House for access to the Verizon NID. In such instances, Bright House shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Bright House may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:

- 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Bright House may without contacting Verizon and without charge, remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Bright House's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Bright House may without contacting Verizon and without charge, enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
- 9.8.3 Bright House may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Bright House, its agent, the building owner or the Customer). If Bright House accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Bright House, its agent, the building owner or the Customer).

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Bright House's request, Verizon shall provide Bright House with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Verizon shall provide Bright House with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement, Verizon shall not be required to provide, and Bright House shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 11.2 If and, to the extent that, Bright House has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Bright House has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Bright House shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Bright House with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Bright House with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Bright House through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by Bright House for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment..

14.2 Notwithstanding anything to the contrary in this Section 14, Verizon shall not be required to provide a proprietary Network Element to Bright House under this Section 14 except as required by the Federal Unbundling Rules.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Verizon shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by Bright House hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 Bright House may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to Bright House a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.

14.3.6 If Verizon determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to

be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Bright House. When it receives such authorization, Verizon shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, Verizon shall provide to Bright House a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Bright House must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) Bright House reports to Verizon a Customer trouble, (b) Bright House requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Bright House shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Bright House is not available at the appointed time. Bright House accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Bright House by Verizon. If as the result of Bright House instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Bright House by Verizon. Verizon agrees to respond to Bright House trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations, Commingling, and Conversions

- 16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:
 - 16.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination

of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Bright House, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Bright House requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

- 16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Bright House under the Agreement and the Federal Unbundling Rules. Nothing contained in Section 16.1 shall be deemed to limit any right of Verizon under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

- 16.2.1 Verizon shall not be obligated to provide:
 - 16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
 - 16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
 - 16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
 - 16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until Bright House, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Bright House must remain in compliance with said service eligibility criteria for so long as Bright House continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and Bright House shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Bright House, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Bright House leased from Verizon as of the Effective Date of this Agreement that Bright House fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

- 16.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become *Discontinued Facilities*, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Bright House has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Bright House.
- 16.2.3 Each certification to be provided by Bright House pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each

circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
 - 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.
 - 16.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 16.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Bright House's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Bright House failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 16.2.2 above) Bright House must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, 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 Bright House's compliance with the service eligibility criteria, then Bright House shall provide to the independent auditor for its verification a statement of Bright House's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Bright House submits such costs to the auditor, reimburse Bright House for its out-of-pocket costs verified by the auditor. Bright House shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

- 17.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
 - 17.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Bright House to the Loop, Dedicated Transport, or

Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and 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; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Bright House to light a Dark Fiber Transport facility that it has obtained from Verizon under the Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 17.2 **Performance Plans.** Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.
- 17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

19. [Intentionally Left Blank]

Deleted: <#>Good Faith Performance]
If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.}]

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COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Bright House, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Bright House's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Bright House only to the extent required by Applicable Law and may decline to provide Collocation to Bright House to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Bright House to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

[Note: Bright House has suggested that it would be appropriate to include actual collocation terms and conditions, rather than simply tariff references, in this section.]

911 ATTACHMENT

1. **911/E-911 Arrangements**

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and ALI Database as is necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to Bright House, to the extent permitted by Applicable Law. Such information is provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
 - 1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
 - 1.2.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
 - 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, Verizon shall make available to Bright House secured access via the Verizon 911 Information Manager electronic interface that will allow Bright House to download an electronically readable copy of such MSAG at no charge for each county within the LATA(s) in the State of Florida, where Bright House is providing Telephone Exchange Service or as otherwise required by Applicable Law, provided that Verizon is permitted to do so by Controlling 911 Authority.

2. **ALI Database**

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is provided electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon shall:
 - 2.2.1 store Bright House End User data provided by Bright House in the ALI Database;
 - 2.2.2 provide Bright House access to the ALI Database for the initial loading and updating of Bright House End User records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
 - 2.2.3 provide Bright House an error and status report based on updates to the ALI Database received from Bright House.
- 2.3 Where Verizon manages the ALI Database, Bright House shall:

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end user

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end user

- 2.3.1 provide MSAG valid E-911 data for each of its End Users for the initial loading of, and any and all updates to the ALI database; Deleted: end users
- 2.3.2 utilize the appropriate Verizon electronic interface to update E-911 data in the ALI Database related its End Users (and all such database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website)); Deleted: end users
- 2.3.3 use its company ID on all End User records in accordance with NENA standards; Deleted: end user
- 2.3.4 correct any errors that occur during the entry of E-911 data in the ALI Database; and
- 2.3.5 enter E-911 data into the ALI Database in accordance with NENA standards for LNP. This includes, but is not limited to, using Bright House's NENA ID to lock and unlock records and the posting of the Bright House NENA ID to the ALI Database record where such locking and unlocking feature for E-911 records is available, or as defined by local standards. Bright House is required to promptly unlock and migrate its E-911 records in accordance with NENA standards. In the event that Bright House discontinues providing Telephone Exchange Service to any of its End Users, it shall ensure that its E-911 records for such End Users are unlocked in accordance with NENA standards. The Parties shall fully comply with all industry guidelines regarding the processes for locking and unlocking E-911 records and the intervals applicable to such processes. Deleted: end users
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- 2.4 In the event Bright House uses an Agent to input its End User's E-911 data to the ALI Database through the appropriate Verizon electronic interface, Bright House shall provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent. Deleted: end user's
3. 911/E-911 Interconnection
- 3.1 Bright House may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon shall designate interface point(s), e.g., digital cross connect systems (DCS), where Bright House may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which Bright House provides Telephone Exchange Services and/or Bright House End Users obtain interconnected VoIP service.
- 3.2 In order to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, Bright House shall:
- 3.2.1 interconnect with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the exchange areas in which Bright House is authorized to and will provide Telephone Exchange Service;
- 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from the Bright House switch to each designated Verizon 911/E-

911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary;

- 3.2.3 [Intentionally Left Blank];
- 3.2.4 provide sufficient trunks and facilities to route 911/E-911 Calls from Bright House to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Bright House is responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;
- 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s);
- 3.2.6 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;
- 3.2.7 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the Bright House traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, Bright House shall order or otherwise provide adequate additional trunks and/or facilities;
- 3.2.8 promptly test all 911/E-911 trunks and facilities between the Bright House network and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 arrangements. Bright House shall not transmit or route live 911/E-911 Calls until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Bright House shall advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

4. 911/E-911 General

- 4.1 Verizon and Bright House shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 4.2 Bright House shall compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 4.3 Bright House and Verizon shall comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.
- 4.4 Bright House shall collect and remit, as required, any 911/E-911 applicable surcharges from its End Users in accordance with Applicable Law.

5. [Intentionally Left Blank]

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If and, to the extent that, Verizon, prior to the Effective Date, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ***CLEC Acronym TE*** reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.}]

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PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 [Intentionally left blank]
- 1.3 [Intentionally left blank]
- 1.4 Charges for a Service shall be as stated in Appendix A of this Pricing Attachment. Except to the extent expressly and specifically provided in this Pricing Attachment, any rate element, service, or activity for which no price is specified herein, but which is required to be provided under the terms of this Agreement, shall be provided at no charge, it being agreed that the Parties numerous mutual obligations under this Agreement constitute full and complete compensation for such rate element(s), service(s) or activity(ies).
- 1.5 Except to the extent that Appendix A of this Pricing Attachment expressly and specifically states that a particular charge shall be as specified in a Party's tariff, no charge in Appendix A of this Pricing Attachment or any other provision of this Agreement shall be affected by any Tariff.
- 1.6 (a) Subject to sections 1.5 and 1.6(b) hereof, if, during the time that this Agreement is in effect, the Commission or the FCC establishes a rate for a function which is chargeable under this Agreement, then the newly established rate shall supersede the rate established in this Agreement.
- (b) The approval or establishment by the FCC or the Commission of a rate in a Party's tariff, or the allowing of such a rate to take effect without express approval or establishment by the FCC or the Commission, shall have no effect on any rate to be charged under this Agreement, except where this Agreement expressly states that the rate for a particular function or Service shall be as stated in a Party's tariff.
- 1.7 [Intentionally left blank]
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to Bright House for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Bright House for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to

Deleted: <#>Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.¶ The

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Deleted: the Charges for the Service stated in the Providing Party's applicable Tariff.¶ In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be

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Deleted: For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify ***CLEC Acronym TE*** in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill ***CLEC Acronym TE***, and ***CLEC Acronym TE*** shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to ***CLEC Acronym TE*** pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to ***CLEC Acronym TE*** and thereafter

Deleted: <#>The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), prof ... [31]

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Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Bright House for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Bright House for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Bright House for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
 - 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services, it being understood and agreed to by the Parties that the provision of point-to-point "Special Access" services to End Users for purposes of data transmission do not constitute "Exchange Access" services for this purpose;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government

Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

- 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Bright House pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

- 2.3.1 Bright House shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Bright House.

3. Bright House Prices

Notwithstanding any other provision of this Agreement, the Charges that Bright House bills Verizon for Bright House's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Bright House's cost to provide such Bright House's Services to Verizon exceeds the Charges for Verizon's comparable Services and Bright House has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

[INSERT APPLICABLE STATE APPENDIX A HERE]

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

Bright House - *VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Bright House - ***Verizon Company Full Name 1 TXT*** Fiber Meet Arrangement [NUMBER] ("FM No. [XX]");

1. FM No. [XX] will provide interconnection facilities for the exchange of traffic (as set forth in the Amendment) between Verizon's [NAME OF TANDEM/END OFFICE] and Bright House's [NAME OF TANDEM/END OFFICE] in the State of Florida. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs.
 - 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 deploying its fiber to the FNID, as well as 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 Bright House to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Bright House will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Bright House 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 Bright House will be a [MANUFACTURER, MODEL]. Bright House will bear the cost of deploying its fiber to the FNID, as well as the cost installing and maintaining its FNID. The fiber patch panel within Bright House's FNID will serve as FMP No. 2. Bright House will provide a fiber stub at the fiber patch panel in Bright House's FNID for Verizon to connect [] strands of its fiber cable. Bright House's FNID will be locked, but Bright House and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Bright House's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

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Deleted: Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.

- 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 Bright House shall provide [Primary Reference Source traceable timing].

4. Add Drop Multiplexer.

- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Bright House with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
- 4.2 Bright House will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Bright House will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Bright House 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 Bright House's Add Drop Multiplexer.
- 4.3 Bright House and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and Bright House Add Drop Multiplexers of FM No. [XX].

5. Testing.

- 5.1 Prior to turn-up of FM No. [XX], Verizon and Bright House 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 Bright House as a final step of turn up of the FM No. [XX].
- 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Bright House will control the

CFA for the subtending facilities and trunks connected to Bright House's slots. Bright House 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 Bright House shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Bright House's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Bright House shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Bright House shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].
7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.
 - 7.1 Verizon and Bright House will inventory FM No. [XX] in their operational support systems before the order flow begins.
 - 7.2 Verizon and Bright House 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. Bright House will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Bright House's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
 - 7.4 Verizon and Bright House will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Bright House 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 arising from the move or change. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

CLEC Full Name TE

VERIZON COMPANY FULL NAME 1 TXT

By: _____
Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

Bright House - *VERIZON COMPANY FULL NAME 1 TXT***
Fiber Meet Arrangement No. [XX]**

City, State

Unless otherwise agreed by the Parties, the assurance of payment shall consist of 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 equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to ***CLEC Acronym TE*** in connection with this Agreement. If Bright House meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Bright House shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Bright House from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

Reciprocal Compensation Traffic between the Parties' respective Telephone Exchange Service Customers;

Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Telephone Exchange Service Customers;

IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers;

Tandem Transit Traffic; and

Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the types set forth in Sections 3.1.3.1 and/or 3.1.3.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.2, the transport and termination of such traffic shall be subject to the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.3, the Party originating such traffic shall compensate the terminating Party for the transport and

termination of such traffic at the rates and charges set forth in the Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of traffic of the type set forth in Section 3.1.3.4, Verizon shall charge (and ***CLEC Acronym TE*** shall pay) Verizon's applicable rates and charges as set forth in the Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.

At ***CLEC Acronym TE***'s written request, a Fiber Meet arrangement established under this Agreement may be used for the transmission and routing of the following traffic types over the following trunk types:

Operator services traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to an operator services provider over operator services trunks;

Directory assistance traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to a directory assistance provider over directory assistance trunks;

911 traffic from ***CLEC Acronym TE***'s Telephone Exchange Service Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and

Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between ***CLEC Acronym TE***'s Telephone Exchange Service Customers and third-party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Agreement is used for the transmission and routing of any traffic of the types set forth in this Section 3.1.4 Verizon may bill (and ***CLEC Acronym TE*** shall pay) Verizon's applicable Tariff rates and charges. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 3.1.3 and/or 3.1.4 of this Interconnection Attachment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

CLEC Acronym TE

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CLEC Acronym TE. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by ***CLEC Acronym TE***, or delivered by ***CLEC Acronym TE*** for termination by Verizon.

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Bright House that is delivered via a direct End Office trunk to the terminating

Bright House End Office. In light of Verizon's election set forth in Section 6.2 of this Interconnection Attachment above, [[no separate charges for transport, including, without limitation, charges for Tandem switching, shall apply to Reciprocal Compensation Traffic exchanged between the Parties.]]

{{OR}}

[[in addition to the End Office traffic termination charges specified above, for Reciprocal Compensation Traffic sent from one Party to the other, the terminating Party shall bill, and the other Party shall pay, the charges for transport (including applicable Tandem Switching charges) specified in the Pricing Attachment. For avoidance of doubt, Verizon shall charge (and Bright House shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic that Bright House delivers to Verizon and for which Verizon provides Tandem Switching or equivalent functions, and Bright House shall charge (and Verizon shall pay Bright House) the Tandem Reciprocal Compensation Rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic that Verizon delivers to Bright House and for which Bright House provides Tandem Switching or equivalent functions. Any applicable distance-sensitive transport charges shall be determined based on the airline miles (using the V&H method) between the affected POI and the terminating Party's End Office. For avoidance of doubt, the Parties agree that Bright House's network serves an area comparable to the area served by Verizon's network, including its Tandem and End Office switches, so that Bright House is entitled to impose Tandem switching charges and any related transport charges in connection with traffic from Verizon to the same extent and in the same weighted proportion, as Verizon imposes Tandem switching and any related transport charges on Bright House. This equivalent proportion shall be calculated monthly based on the traffic that Bright House sends to Verizon.]]

Page 69: [6] Deleted **Chris Savage** **11/1/2009 6:12:00 PM**

is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation

Page 70: [7] Deleted **Chris Savage** **11/1/2009 6:13:00 PM**

Bright House to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to

Page 70: [8] Deleted **Chris Savage** **11/1/2009 6:13:00 PM**

Bright House, and the Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Verizon to Bright House shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Bright House to Verizon.

Page 70: [9] Deleted

Author

Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

For any traffic originating with a third party carrier and delivered by ***CLEC Acronym TE*** to Verizon, ***CLEC Acronym TE*** shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by ***CLEC Acronym TE***.

Page 70: [10] Deleted

Author

treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection

Page 70: [11] Deleted

Author

Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any

Page 70: [12] Deleted

Author

the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations

Page 74: [13] Deleted

Chris Savage

2/26/2010 11:26:00 AM

Bright House and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch, or via the tandem functionality of Bright House's switch, in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents

Page 74: [14] Deleted

Chris Savage

2/26/2010 11:26:00 AM

, except as modified herein, and in Verizon's applicable Tariffs

Page 74: [15] Deleted

Chris Savage

2/26/2010 11:26:00 AM

The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where a portion of the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by

Page 74: [16] Deleted

Chris Savage

2/26/2010 11:26:00 AM

as to which Direct End Office Trunks to any Verizon End Office Switches has been established. Bright House and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by

that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

The rates to be billed by each Party to the IXC for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each

Page 74: [17] Deleted	Chris Savage	2/26/2010 11:26:00 AM
one Party, but the remainder of the transport component, and all other components of the Switched Exchange Access Service is provided by the other Party. In each LATA, the Parties shall establish MPB arrangements for the applicable		
Page 74: [18] Deleted	Chris Savage	2/26/2010 11:26:00 AM
Serving Interconnection Wire Center combinations. Interconnection for the MPB arrangement shall occur at each		
Page 74: [19] Deleted	Chris Savage	2/26/2010 11:26:00 AM
, unless otherwise agreed to by the Parties		
Page 74: [20] Deleted	Chris Savage	2/26/2010 11:26:00 AM
Tandem in the LATA as to which Bright House has subtending exchanges, and at each Bright House switch in the LATA		
Page 74: [21] Deleted	Chris Savage	2/26/2010 11:26:00 AM
Serving Interconnection Wire Center combination, the MPB billing percentages for transport between the		
Page 74: [22] Deleted	Chris Savage	2/26/2010 11:26:00 AM
Serving Interconnection Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment. Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the		
Page 74: [23] Deleted	Chris Savage	2/26/2010 11:26:00 AM
Interconnection Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.		
Page 74: [24] Deleted	Chris Savage	2/26/2010 11:26:00 AM
The Party providing tandem functionality shall provide		
Page 74: [25] Deleted	Chris Savage	2/26/2010 11:26:00 AM
the other Party with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.		
Page 74: [26] Deleted	Chris Savage	2/26/2010 11:26:00 AM
The Party providing End Office functionality shall provide		
Page 74: [27] Deleted	Chris Savage	2/26/2010 11:26:00 AM
the other Party with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.		
Page 75: [28] Deleted	Chris Savage	2/26/2010 11:28:00 AM

Bright House and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing

or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

In the event Bright House determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable Bright House to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located Bright House Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Bright House shall provide reciprocal arrangements for Verizon.

Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Interconnection Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

$$a / (a + b) = \text{Bright House Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:

a = the airline mileage between Bright House Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon Serving Interconnection Wire Center and the actual point of interconnection for the MPB arrangement.

Page 75: [29] Deleted **Chris Savage** **2/26/2010 11:27:00 AM**
CLEC Acronym TE shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement.

Page 75: [30] Deleted **Chris Savage** **2/26/2010 11:27:00 AM**
In cases where Bright House performs the tandem switching functionality, the same formula shall be used to determine the Parties' respective billing percentages, substituting "Bright House" for "Verizon" and vice versa in the formula specified above.

For LATA XXX, within thirty (30) days of the Effective Date, and for any other LATA, within thirty (30) days of the date on which Bright House notifies Verizon of its intention to interconnect in such other LATA, the Parties shall calculate and exchange the billing percentages which should apply for MPB arrangements within LATA XXX. Within ten (10) Business Days of

Page 130: [31] Deleted **Author**
The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.