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February 12, 2014

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

RE: Joint Petition of  
Verizon Pennsylvania LLC (formerly Bell Atlantic-Pennsylvania, Inc.)  
and Global Crossing Local Services Inc. (formerly Frontier Local Services, Inc.)  
for Approval of an Interconnection Agreement  
[Reference Docket No. A-310703]  
Dkt. No. \_\_\_\_\_

Dear Secretary Chiavetta:

Enclosed please find Amendment No. 1 and Amendment No. 2 to the Interconnection Agreement between Verizon Pennsylvania LLC f/k/a Bell Atlantic-Pennsylvania, Inc. ("Verizon PA") and Global Crossing Local Services Inc. f/k/a Frontier Local Services, Inc. ("Global Crossing") which Agreement was approved by the Commission by Order entered on March 5, 1999 in Docket A-310703.

Pursuant to the Commission's November 14, 2013 Order in Docket A-2013-2382736, Verizon PA identified Amendment No. 1 and Amendment No. 2 as documents for which it could not find proof of Commission approval, and thus files this Amendment No. 1 and Amendment No. 2 in accordance with the Commission's Order. Amendment No. 1 was effective as of March 28, 2000, and Amendment No. 2 was effective as of July 20, 2001. These Amendments should be attached to and made part of the March 5, 1999 approved Agreement. As evidenced by the cc: below, notice of this filing is being provided to Global Crossing.

Very truly yours,

  
Suzan D. Paiva

SDP/slb  
Enclosure

cc: Aimee Lee, Level 3 Communications, LLC for Global Crossing  
Office of Special Assistants (w/ CD)  
Attached Certificate of Service

## SERVICE LIST

Tanya J. McCloskey  
Acting Consumer Advocate  
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Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

# **AMENDMENT NO. 1**

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

BELL ATLANTIC -PENNSYLVANIA, INC.

and

GLOBAL CROSSING LOCAL SERVICES, INC.

This Amendment No. 1 (this "Amendment") is made this 28th day of March 2000 (the "Effective Date") by and between Bell Atlantic - Pennsylvania, Inc., a Pennsylvania Corporation ("BA"), and Global Crossing Local Services, Inc. ~~f/w/a Frontier~~ Corporation, a Michigan Corporation ("Global Crossing"). (BA and Global Crossing may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, BA and Global Crossing are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated December 31, 1997 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and

WHEREAS, BA is prepared to provide network elements and combinations of network elements to Global Crossing in accordance with, but only to the extent required by, all effective and unstayed laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) 4-Wire 56 kbps LOOPS. Notwithstanding anything set forth in the

Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall allow Global Crossing to access 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). "4-Wire 56 kbps Loop" means 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. BA shall provide 4-Wire 56 kbps Loops to Global Crossing in accordance with, and subject to, the technical specifications set forth in BA Technical Reference TR72575, Issue, as such issue may be revised from time to time after the date first set forth above.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at Global Crossing's request, BA shall permit Global Crossing to connect a Global Crossing Loop to the inside wiring of a Customer through the use of a BA NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). Global Crossing may access a BA NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Global Crossing NID deployed by Global Crossing or, if an entrance module is available in the BA NID, by connecting a Global Crossing Loop to the BA NID. When necessary, BA 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. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and inside wire.

(2) In no case shall Global Crossing access, remove, disconnect or in any other way rearrange BA's Loop facilities from BA's NIDs, enclosures, or protectors.

(3) In no case shall Global Crossing access, remove, disconnect or in any other way rearrange a Customer's inside wire from BA's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall Global Crossing remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

(5) In no case shall Global Crossing remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

(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 wire must be resolved by the Customer.

(7) When Global Crossing is not connecting a Global Crossing-provided

Loop to the inside wiring of a Customer's premises through the Customer's side of the BA NID, Global Crossing does not need to submit a request to BA and BA shall not charge Global Crossing for access to the BA NID. In such instances, Global Crossing shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), Global Crossing may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., Global Crossing or Global Crossing's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the BA NID and connect that wire to Global Crossing's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, Global Crossing may enter the Customer side of the BA NID enclosure for the purpose of removing the inside wire from the terminals of BA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the BA 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 BA NID.

(C) Global Crossing may request BA to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Global Crossing, its agent, the building owner or the Customer). If Global Crossing accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* Global Crossing, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, BA shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a Combination to Global Crossing, BA shall provide such Combination in accordance with, and subject to, requirements established by BA that are consistent with Applicable Law (such requirements, the "Combo Requirements"). BA shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that BA is not required by Applicable Law

to provide to Global Crossing certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by BA pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an "FCC Remand Order"), becomes effective. Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by BA that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element BA is required by Applicable Law to provide to Global Crossing on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit BA's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect BA's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Interconnection Agreement, BA shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, BA shall not provide Global Crossing, and Global Crossing shall not request from BA, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel 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 and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Network Interface Device" and "NID" as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to BA's network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1 (d) of this Amendment:

(1) BA shall provide access to 4-Wire 56 kbps Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the "Rates"). Global Crossing acknowledges that BA is developing the Rates but that BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Global Crossing in writing of the Rate and thereafter shall bill Global Crossing, and Global Crossing shall pay to BA, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by BA to Global Crossing in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Commission prior to the date on which BA provides such Rate to Global Crossing shall be a permanent rate. If the Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by BA to Global Crossing in accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Commission before BA provides such Rate or rate and/or rate structure to Global Crossing shall not be subject to the true-up obligations of this Section 1(g)(2).

2. Conflict between this Amendmenr and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

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

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



5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

GLOBAL CROSSING LOCAL  
SERVICES, INC.

By: [Signature]

Printed: MANUEL J. SHERIDAN, JR.

Title: ASSOCIATE GENERAL COUNSEL

BELL ATLANTIC - PENNSYLVANIA, INC.

By: [Signature: Jeffrey A. Masoner]

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services  
Policy & Planning

# **AMENDMENT NO. 2**

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON PENNSYLVANIA INC., F/K/A BELL ATLANTIC - PENNSYLVANIA, INC.**

**and**

**GLOBAL CROSSING LOCAL SERVICES, INC., F/K/A FRONTIER LOCAL  
SERVICES INC.**

This Amendment No. 2 (this "Amendment") is made this 20th day of July 2001 (the "Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Global Crossing Local Services, Inc., f/k/a Frontier Local Services Inc., a Michigan corporation with offices at 180 S. Clinton Avenue, Rochester, NY 14646 ("Global Crossing"). (Verizon and Global Crossing may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".)

**WITNESSETH:**

WHEREAS, Verizon and Global Crossing are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated December 31, 1997 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the date first set forth above, the Agreement is amended hereby as follows:

(A) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Agreement and subject to the conditions set forth in Section 1(I) of this Amendment, Verizon shall allow Global Crossing to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). "4-Wire 56 kbps Loop" means 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 Global Crossing in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Agreement and subject to the conditions set forth in Section 1(I) of this Amendment, Verizon shall allow Global Crossing to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(A). "DS3 Loop" will support the transmission of isochronous bipolar serial data at a rate of 44.736 megabits per second (MBPS) or 28 DS-1 channels. The DS-3 Loop include the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon's TR72575 as revised from time to time.

(B) NID. (1) Notwithstanding anything set forth in the Agreement, subject to the conditions set forth in Section 1(I) of this Amendment and at Global Crossing's request, Verizon shall permit Global Crossing to connect a Global Crossing Loop to the Inside Wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(B). Verizon shall provide Global Crossing with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Global Crossing may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining Global Crossing NID deployed by Global Crossing or, if an entrance module is available in the Verizon NID, by connecting a Global Crossing Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. 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.

(2) In no case shall Global Crossing access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

(3) In no case shall Global Crossing access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

(4) In no case shall Global Crossing remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

(5) In no case shall Global Crossing remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

(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 Wire must be resolved by the person who controls use of the wire (e.g. the Customer.)

(7) When Global Crossing is connecting a Global Crossing-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Global Crossing does not need to submit a request to Verizon and Verizon shall not charge Global Crossing for access to the Verizon NID. In such instances, Global Crossing shall comply with the provisions of Sections 1(B)(2)-(6) of this Amendment and shall access the Customer's Inside Wire in the manner set forth in Section 1(B)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Global Crossing may access the Customer's Inside Wire, acting as the agent of the Customer, by any of the following means:

(a) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Global Crossing may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire 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 Wire 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.

(b) Global Crossing may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Global Crossing, its agent, the building owner or the Customer). If Global Crossing accesses the Customer's Inside Wire as described in this Section 1(B)(7)(i)(b), time and materials charges will be billed to the requesting party (*i.e.* Global Crossing, its agent, the building owner or the Customer).

(C) Combinations. Notwithstanding anything set forth in the Agreement and subject to the conditions set forth in Section 1(I) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Global Crossing, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

(D) Sub-Loop.

(1) Notwithstanding anything set forth in the Agreement, subject to the conditions set forth in Section 1(I) of this Amendment and upon request, Verizon shall provide Global Crossing with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(D) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Amendment or in the Agreement, Verizon shall provide Global Crossing with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) Global Crossing may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Global Crossing with access to a drop and NID that, at the time of Global Crossing's request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party. New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in Global Crossing being responsible for the cost of installing the drop.

(3) Global Crossing may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Global Crossing is collocated at a remote terminal equipment enclosure (an "RTEE") and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of Global Crossing at an RTEE. To obtain access to a Sub-Loop, Global Crossing shall install a COPIC on an easement or Right of Way obtained by Global Crossing within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC 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 Global Crossing COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Global Crossing shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

(4) Global Crossing may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Global Crossing, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, Global Crossing must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Global Crossing COPIC. To make such a request, Global Crossing must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Global Crossing wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Global Crossing's demand for access to Sub-Loop at the requested FDI. Global Crossing must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Global Crossing must submit Sub-Loop Interconnection Applications to:

USLA Project Manager  
Verizon  
Room 509  
125 High Street  
Boston, MA 02110  
E-Mail: Collocation.applications@Verizon.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Global Crossing a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) Global Crossing shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Global Crossing's receipt of such statement and the associated Sub-Loop 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 Interconnection Application shall be deemed to have been withdrawn if Global Crossing breaches its payment obligation under this Section 1(D)(7). Upon Verizon's completion of the work that Verizon must perform to provide Global Crossing with access to a Sub-Loop, Verizon shall bill Global Crossing, and Global Crossing shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After Verizon has completed the installation of the interconnecting cable to a Global Crossing COPIC and Global Crossing has paid the full cost of such installation, Global Crossing can request the Cross-Connection of Verizon Sub-Loop to the Global Crossing COPIC. At the same time, Global Crossing shall advise Verizon of the services that Global Crossing plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Global Crossing shall run any crosswires within the COPIC.

(9) If Global Crossing requests that Verizon reactivate an unused drop and NID, then Global Crossing shall provide dial tone (or its DSL equivalent) on the Global Crossing



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 to the Global Crossing dial tone or equivalent from the COPIC. If Global Crossing requests that Verizon install a new drop and NID, then Global Crossing shall provide dial tone (or its DSL equivalent) on the Global Crossing side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate Cross Connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Global Crossing requests that Verizon provide Global Crossing with access to a Sub-Loop that, at the time of Global Crossing's request, Verizon is using to provide service to a Customer, then, after Global Crossing has looped two interconnecting pairs through the COPIC 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 COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Global Crossing shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Global Crossing's long-term number portability request.

(10) Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop 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.

(11) Verizon shall provide Global Crossing with access to a Sub-Loop in accordance with negotiated intervals.

(12) Verizon shall repair and maintain a Sub-Loop at the request of Global Crossing and subject to the time and material rates set forth in Exhibit A. Global Crossing accepts responsibility for initial trouble isolation for Sub-Loop and providing Verizon with appropriate dispatch information based on its test results. If (a) Global Crossing reports to Verizon a Customer trouble, (b) Global Crossing requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Global Crossing shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Global Crossing is not available at the appointed time. If as the result of Global Crossing instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Global Crossing by Verizon. If as the result of Global Crossing instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Global Crossing by Verizon.

(E) Dark Fiber. Notwithstanding anything set forth in the Agreement, subject to the conditions set forth in Section 1(I) of this Amendment and upon request, Verizon shall provide Global Crossing with access to Dark Fiber Loops (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(E) and the rates set forth in Exhibit A attached hereto. Access to unbundled Dark Fiber will be provided by Verizon,

where existing facilities are available at the requested availability date, in the loop and interoffice facilities (IOF) portions of the Verizon's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

(1) A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

(a) Verizon shall be required to provide a Dark Fiber Loop only where (a) one end of the Dark Fiber Loop terminates at Global Crossing's collocation arrangement and (b) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

(b) Global Crossing may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Global Crossing may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Global Crossing.

(c) A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

(d) Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

(e) At the Customer premise, unused fibers are not available to Global Crossing pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to Global Crossing.

(f) Dark Fiber will be offered to Global Crossing in the condition that it is available in Verizon's network at the time that Global Crossing submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Global

(g) Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Global Crossing as Dark Fiber.

(h) Global Crossing shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

(i) Global Crossing may not resell Dark Fiber purchased pursuant to this Attachment to third parties.

(j) In order to preserve the efficiency of its network, Verizon will limit Global Crossing to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

(i) Revoke Dark Fiber leased to Global Crossing upon a showing of need to the Commission and twelve (12) months' advance written notice to Global Crossing; and

(ii) Revoke Dark Fiber leased to Global Crossing upon a showing to the Commission that Global Crossing underutilized fiber (less than OC-12) within any twelve (12) month period.

(iii) Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Global Crossing order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Global Crossing, or impair a Verizon obligation to serve as a carrier of last resort.

(k) Global Crossing may not reserve Dark Fiber.

(l) Global Crossing shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Global Crossing; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Global Crossing's collocation arrangements with any proper optical cross connects or other equipment that Global Crossing needs to access Dark Fiber before it submits an order for such access.

(F) Dark Fiber Interoffice Facilities (IOF).

(1) Notwithstanding anything set forth in the Agreement, subject to the conditions set forth in Section 1(I) of this Amendment and upon request, Verizon shall provide Global Crossing with access to a Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(F) and the rates set forth in Exhibit A attached hereto. A Dark Fiber IOF is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Global Crossing central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between CLEC's collocation arrangements within two Verizon Central Offices, or between CLEC's collocation arrangement in a Verizon Central Office and Global Crossing's CO.

(2) To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF.

(3) A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) Business Days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

(4) Global Crossing shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

(5) Direct access to dark fiber loops or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

(G) Intentionally omitted.

(H) Collocation in Remote Terminals. Notwithstanding anything set forth in the Agreement, Verizon shall allow Global Crossing to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Amendment or the Agreement, Verizon shall allow Global Crossing to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(I) Limitations. Notwithstanding anything else set forth in the Agreement or this Amendment:

(1) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Global Crossing on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Pennsylvania Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to Global Crossing, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to Global Crossing, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Agreement and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide Global Crossing, and Global Crossing shall not request from Verizon, access to a proprietary advanced intelligent network service.

(J) Notwithstanding anything set forth in the Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel 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 and such terms may be used interchangeably in this Amendment

and the Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(K) Notwithstanding anything set forth in the Agreement, the terms "Network Interface Device" and "NID" as used in the Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

(L) Notwithstanding anything else set forth in the Agreement or this Amendment and subject to the conditions set forth in Section 1(I) of this Amendment, Verizon shall provide access to 4 Wire 56 kbps Loops, DS3 Loops, NIDs, Combinations, Sub-Loop, Dark Fiber Loops, and Dark Fiber IOF subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4 Wire 56 kbps Loops, DS3 Loops, NIDs, Combinations, Sub-Loop, Dark Fiber Loops, and Dark Fiber IOF, collectively, the "Rates" and, individually, a "Rate"). Certain of these Rates are set forth in Exhibit A, which Rates Verizon shall charge Global Crossing and Global Crossing agrees to pay to Verizon. Global Crossing acknowledges, however, that certain Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing a Rate not included in Exhibit A as of the Effective Date, Verizon shall notify Global Crossing in writing of such Rate in accordance with, and subject to, the notices provision of the Agreement and thereafter shall bill Global Crossing, and Global Crossing shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to Global Crossing pursuant to this Section 1(L) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to Global Crossing and thereafter. Exhibit A may also include, for illustrative purposes only, rates and/or rate structures, as of the date hereof, for certain other unbundled Network Elements and/or combination of Network Elements that Global Crossing may order after (but, for the avoidance of any doubt, not before) the Parties execute another amendment to the Agreement (or execute a new interconnection agreement, as the case may be) setting forth terms and conditions for provision of such other unbundled Network Elements and/or combinations of Network Elements; provided, however, that in such case, the rates and/or rates structures for such other unbundled Network Elements and/or combinations shall be Verizon's applicable rates and/or rate structures therefor as in effect from time to time.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

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

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

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the date first set forth above.

UNE Remand Amendment  
VZ-East-070301

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

GLOBAL CROSSING LOCAL SERVICES,  
INC., F/K/A FRONTIER LOCAL  
SERVICES INC.

VERIZON PENNSYLVANIA INC.

By: M. J. D'Amico

By: Steven J. Pitterle

Printed: MICHAEL J. SMORFLE, JR.

Printed: Steven J. Pitterle

Title: SR ASSOCIATE GENERAL COUNSEL

Title: Director - Negotiations  
Network Services



**EXHIBIT A**

<b>VERIZON PENNSYLVANIA - UNE REMAND ITEMS<sup>1</sup></b>		
<b>Service Description or Element</b>	<b>Recurring Charges</b>	<b>Non-Recurring Charges</b>
<b>EEL</b>		
DS0 Connection Charge		
2 Wire Analog Loop	\$0.08*	
2 Wire Digital Loop	\$0.09*	
4 Wire Analog Loop	\$0.17*	
DS1 Connection Charge	\$0.91*	
DS3 Connection Charge	\$108.39*	
Digital Four Wire DS0 Loop Connection Charge	\$0.27*	
<b>UNE Platform<sup>2</sup> Conversion</b>		
Initial		\$4.20*
Additional		\$4.04*
<b>Distribution Subloop - Two Wire</b>		
<b>New</b>		
Initial		\$128.93*
Additional		\$58.05*
<b>Loop Through</b>		
Initial		\$222.89*
Additional		\$130.13*
<b>Distribution Subloop -Four Wire</b>		
<b>New</b>		
Initial		\$159.25*
Additional		\$73.55*
<b>Loop Through</b>		
Initial		\$253.10*
Additional		\$154.73*

<sup>1</sup> All rates and/or rate structures set forth herein, that are marked with an asterisk ("\*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

<sup>2</sup> The monthly recurring and usage rates for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform combination are applicable.

<b>Digital Four Wire (56 KD) Loop</b>	<u>Density Cell</u> 1-\$37.54* 2-\$40.06* 3-\$47.07* 4-\$51.79*	
<b>NETWORK INTERFACE DEVICE</b>		
<b>DS1 NID</b>	\$3.81*	
<b>Stand-alone NID - 2 Wire</b>	\$0.64*	
<b>Stand-alone NID - 4 Wire</b>	\$0.64*	
<b>NID - 2 Wire per NID/month - NID-to-NID</b>	\$0.64*	
<b>NID - 4 Wire per NID/month - NID-to-NID</b>	\$0.64*	
<b>NID - Shared NID (multiple loops in a single NID)</b>	TBD	
<b>TC not ready - per occasion</b>	\$25.56*	
<b>Service Call Dispatch Each 15 minutes (period or part)</b>	\$25.56*	\$12.25*

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Service Description or Element	Recurring Charges	Non Recurring Charges
<b>INTEROFFICE FACILITIES</b>		
STS-1 (BOTH ENDS)	\$378.21*/Month \$15.23*/Mile	
OC-3 (BOTH ENDS)	\$1,144.03*/Month \$46.79*/Mile	
OC-12 (BOTH ENDS)	\$2,887.97*/Month \$95.12*/Mile	
<b>ENTRANCE FACILITIES</b>		
STS-1	\$325.52*	
OC-3	\$530.56*	
OC-12	\$2,129.17*	
<b>DARK FIBER</b>		
Records Review		\$224.67*
Dark Fiber - IOF		
Verizon C.O. to Verizon C.O.		
Service Order		\$55.22*
Serving Wire Center ("SWC") Charge/SWC/Pair	\$7.41*	\$45.59*
IOF Mileage/Pair/ mile	\$66.30*	
IOF Mileage Installation Charge/Pair		\$204.94*
Verizon C.O. to CLEC C.O.		
Service Order		\$55.22*
SWC Charge/SWC/Pair	\$7.41*	\$42.59*
Channel Termination Charge/CLEC C.O.	\$68.60*	\$353.23*
<b>Dark Fiber – LOOP</b>		
Loop Charge/Pair		
1. Rate Group A1	\$44.49*	\$566.97*
2. Rate Group A2	\$82.27*	\$566.97*

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<u>Rate Group</u> B1	\$120.55*	\$566.97*
<u>Rate Group</u> B2	\$153.34*	\$566.97*
<u>Service Order</u>		\$55.22*
Serving Wire Center (SWC) Charge/SWC/Pair	\$7.41*	\$38.53*

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UNBUNDLED SUBLOOP ARRANGEMENT (USLA)		
USLA - 2 Wire – Distribution	<u>Density Cell</u> 1-\$3.44* 2-\$3.47* 3-\$5.31* 4-\$8.25*	
USLA - 4 Wire – Distribution	<u>Density Cell</u> 1-\$4.39* 2-\$5.07* 3-\$8.18* 4-\$13.44*	