Communication — Ancona & Saghy
12/1/04

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the Request for Commission Approval of the First Amendment to an Interconnection Agreement By and Among AT&T Communications of Michigan, Inc. and Verizon North, Inc. f/k/a GTE North Incorporated; Contel of the South, Inc. d/b/a Verizon North Systems	MPSC Case No. U-11165

JOINT APPLICATION FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT

AT&T Communications of Michigan, Inc. ("AT&T") and Verizon North Inc. f/k/a GTE North Incorporated; Contel of the South, Inc. d/b/a Verizon North Systems (collectively, "Verizon") jointly submit to the Michigan Public Service Commission ("Commission") pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), as amended, *see* MCL §484.2203(1), and Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 ("Act"), *see* 47 U.S.C. §§252(a)(1) & 252(e), this Amendment to an Interconnection Agreement ("Amendment No. 1"), by and among AT&T and Verizon for the Commission's approval. In support of this Joint Application, AT&T and Verizon state as follows:

1. AT&T is a certified provider of certain telecommunications services in the State of Michigan.

2. Verizon is an authorized provider of telecommunications services to the public in its various exchanges and zones throughout the State of Michigan.

3. The Commission approved an agreement between Verizon and AT&T on August 2, 1999. Pursuant to Section 252(a) of the Act, AT&T and Verizon agreed to amend their Interconnection Agreement with respect to interconnection architecture. Amendment No. 1, attached to this petition as Exhibit 1, was negotiated voluntarily between Verizon and AT&T. Verizon and AT&T are requesting approval of this Amendment pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

4. Among other things, this agreement amends the terms and conditions between Verizon and AT&T with respect to Platform Combinations and UNE-P.

5. Under the Telecommunications Act of 1996, 47 U.S.C. §252(e)(2), this Commission must approve the filed Amendment unless:

> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or,
>
> (ii) the implementation of such an agreement or portion is not consistent with the public interest, convenience, and necessity. *See* 47 U.S.C. § 252(e)(2).

6. The Amendment must be submitted to this Commission for approval or rejection, with written findings as to any deficiencies. *See* 47 U.S.C. § 252(a)(1).

7. Because the Amendment is the result of voluntary negotiations between the parties, the Amendment is not subject to review under the standards set forth in Section 251 or 252(2)(d) of the Act. *See* 47 U.S.C. § 252(d)(2)(B). Nor do agreements voluntarily negotiated between or among parties have to comply with the standards set forth in 47 U.S.C. §§ 251(b) and 251(c). *See* 47 U.S.C. § 252(a)(1).

8. Verizon will make the arrangements set forth in this filed Amendment, attached as Exhibit 1, available on the same terms and conditions to any other duly authorized telecommunications carrier operating within the State of Michigan. The Amendment does not

preclude different arrangements with other providers. These providers may negotiate their own agreements with Verizon pursuant to the applicable provisions of the Act.

9. Pursuant to Sections 252(a)(1) and 252(e) of the Act, AT&T and Verizon jointly request approval of their Joint Application without any public hearing or formal solicitation of comments. The Application and the Amendment provide the Commission with sufficient information to approve the Amendment under the standards of Section 252(e)(2)(A) of the Act.

THEREFORE, AT&T and Verizon jointly request Commission approval of this Amendment to an Interconnection Agreement pursuant to Sections 252(a)(1) and 252(e) of the Act.

Respectfully submitted this 7th day of September 2004.

VERIZON NORTH INC. F/K/A GTE NORTH INCORPORATED

CONTEL OF THE SOUTH, INC. D/B/A VERIZON NORTH SYSTEMS

By: BKArthur

Bonnie K. Arthur
Hunton & Williams LLP
1900 K Street, N.W.
Suite 1200
Washington, D.C. 20006-1109
Tel. No.: 202-419-2063
Fax No.: 202-778-2201
E-mail: barthur@hunton.com

AT&T COMMUNICATIONS OF MICHIGAN, INC.

By:

John J. Reidy, III (P60620)
AT&T Communications of Michigan, Inc.
215 S. Washington Square, Suite 230
Lansing, Michigan 48933
Tel No: 517-374-6521

AT&T Corp.
222 West Adams Street, Suite 1500
Chicago, Illinois 60606
Tel No: 312-230-2647

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON NORTH INC., f/k/a GTE NORTH INCORPORATED
CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 30th day of March 2003 (the "Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated, Contel of the South, Inc., d/b/a Verizon North Systems, a Wisconsin corporation (collectively "Verizon"), on the one hand, each providing service within its respective service territory in Michigan, and both with a principal place of business at 100 Executive Drive, Marion, OH 43302, and AT&T Communications of Michigan, Inc., a Michigan corporation ("AT&T"), on the other hand, with its principal place of business at One AT&T Way, Bedminster, NJ 07921. (Verizon and AT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Verizon service territory in the State of Michigan (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated August 2, 1999 (the "Agreement").

WHEREAS, subsequent to the approval of the Agreement, AT&T notified Verizon that it desired to amend the Agreement as set forth herein; and

WHEREAS, the Agreement contains disputed language marked as the "Combinations Issue" subject to amendment by the Parties; and

WHEREAS, in accordance with Section 1.1 of the Agreement, the Parties agree to amend the Agreement whereby Verizon is prepared to provide UNE-P Combinations (as defined in Section 1(a) below) to AT&T to the extent required by Applicable Law (which term, for the avoidance of any doubt, includes, without limitation, the impending rules, once they become effective and, as they are amended and in effect from time to time, of the FCC in CC Docket Nos. 01-338, 96-98 and 98-147);

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

(a) Platform Combinations. To the extent required by Applicable Law, as well as subject to the conditions set forth in Section 1(b) of this Amendment, Verizon shall provide a platform combination (a "UNE-P Combination") consisting of an Unbundled Local Loop (including the NID), a Local Switching Element, transport unbundled network elements and other network elements, if any, Verizon is required under Applicable Law to provide as part of a UNE-P Combination. To the extent Verizon is required by Applicable Law to provide a UNE-P Combination to AT&T, Verizon shall provide such UNE-P 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. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement to terminate its provision of a UNE-P Combination (or an applicable network element) and, notwithstanding any other provision of this Amendment or otherwise, if Verizon provides a UNE-P Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE-P Combination (or an applicable network element), Verizon may terminate its provision of such UNE-P Combination (or applicable network element) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days).

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

(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 AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 Michigan Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or AT&T's rights under the Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Agreement, Verizon shall be required to provide a UNE-P Combination (or a network element on an unbundled basis) only where necessary facilities are available.

(c) Notwithstanding anything else set forth in the Agreement or this Amendment and subject to the conditions set forth in Section 1(b) of this Amendment:

(1) Verizon shall provide access to Unbundled Local Loops, Local Switching Elements and UNE-P Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Unbundled Local Loops, Local Switching Elements and UNE-P Combinations, collectively, the

"Rates" and, individually, a "Rate"). These Rates are as Verizon communicated to AT&T in a December 31, 2001 industry letter titled "UNE Rates for Existing Interconnection Agreements," as amended from time to time, and shall apply until such time as they are replaced by new rates as may be approved or allowed to go into effect by the Michigan Public Service Commission or the FCC from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction for the State of Michigan.

(d) The Parties agree that the terms and conditions in this Amendment resolve all disputed language in the Agreement marked as the Combinations Issue as it applies, and only to the extent it applies, to UNE-P Combinations. All disputed language in the Agreement marked as the Combinations Issue as it applies to other forms of Combinations remains unresolved and, pursuant to Section 1.1 of the Agreement, shall not be applied or used by the Parties until the Parties further amend the Agreement consistent with Applicable Law.

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 this 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 Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

AT&T COMMUNICATIONS OF MICHIGAN, INC.

By: Bruce Cooper

Printed: Bruce Cooper

Title: VP - Access & Local Interconnection

4/18/03

VERIZON NORTH INC.
CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS

By: Jeffrey A Masoner

Printed: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SVCS

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the Request for Commission Approval of the Second Amendment to an Interconnection Agreement By and Among AT&T Communications of Michigan, Inc. and Verizon North, Inc. f/k/a GTE North Incorporated; Contel of the South, Inc. d/b/a Verizon North Systems	)))))))	MPSC Case No. U-11165

JOINT APPLICATION FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION AGREEMENT

AT&T Communications of Michigan, Inc. ("AT&T") and Verizon North Inc. f/k/a GTE North Incorporated; Contel of the South, Inc. d/b/a Verizon North Systems (collectively, "Verizon") jointly submit to the Michigan Public Service Commission ("Commission") pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), as amended, *see* MCL §484.2203(1), and Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 ("Act"), *see* 47 U.S.C. §§252(a)(1) & 252(e), this Amendment to an Interconnection Agreement ("Amendment No. 2"), by and among AT&T and Verizon for the Commission's approval. In support of this Joint Application, AT&T and Verizon state as follows:

1. AT&T is a certified provider of certain telecommunications services in the State of Michigan.

2. Verizon is an authorized provider of telecommunications services to the public in its various exchanges and zones throughout the State of Michigan.

3. The Commission approved an agreement between Verizon and AT&T on August 2, 1999. Pursuant to Section 252(a) of the Act, AT&T and Verizon agreed to amend their Interconnection Agreement with respect to interconnection architecture. Amendment No. 2, attached to this petition as Exhibit 1, was negotiated voluntarily between Verizon and AT&T. Verizon and AT&T are requesting approval of this Amendment pursuant to 47 U.S.C. §§ 252(a)(1) and 252(e).

4. Among other things, this agreement amends the terms and conditions between Verizon and AT&T with respect to Line Splitting.

5. Under the Telecommunications Act of 1996, 47 U.S.C. §252(e)(2), this Commission must approve the filed Amendment unless:

> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or,
>
> (ii) the implementation of such an agreement or portion is not consistent with the public interest, convenience, and necessity. *See* 47 U.S.C. § 252(e)(2).

6. The Amendment must be submitted to this Commission for approval or rejection, with written findings as to any deficiencies. *See* 47 U.S.C. § 252(a)(1).

7. Because the Amendment is the result of voluntary negotiations between the parties, the Amendment is not subject to review under the standards set forth in Section 251 or 252(2)(d) of the Act. *See* 47 U.S.C. § 252(d)(2)(B). Nor do agreements voluntarily negotiated between or among parties have to comply with the standards set forth in 47 U.S.C. §§ 251(b) and 251(c). *See* 47 U.S.C. § 252(a)(1).

8. Verizon will make the arrangements set forth in this filed Amendment, attached as Exhibit 1, available on the same terms and conditions to any other duly authorized telecommunications carrier operating within the State of Michigan. The Amendment does not

preclude different arrangements with other providers. These providers may negotiate their own agreements with Verizon pursuant to the applicable provisions of the Act.

9. Pursuant to Sections 252(a)(1) and 252(e) of the Act, AT&T and Verizon jointly request approval of their Joint Application without any public hearing or formal solicitation of comments. The Application and the Amendment provide the Commission with sufficient information to approve the Amendment under the standards of Section 252(e)(2)(A) of the Act.

THEREFORE, AT&T and Verizon jointly request Commission approval of this Amendment to an Interconnection Agreement pursuant to Sections 252(a)(1) and 252(e) of the Act.

Respectfully submitted this 7th day of September 2004.

VERIZON NORTH INC. F/K/A GTE NORTH INCORPORATED

CONTEL OF THE SOUTH, INC. D/B/A VERIZON NORTH SYSTEMS

By: BKArthur

Bonnie K. Arthur
Hunton & Williams LLP
1900 K Street, N.W.
Suite 1200
Washington, D.C. 20006-1109
Tel. No.: 202-419-2063
Fax No.: 202-778-2201
E-mail: barthur@hunton.com

AT&T COMMUNICATIONS OF MICHIGAN, INC.

By:

John J. Reidy, III (P60620)
AT&T Communications of Michigan, Inc.
215 S. Washington Square, Suite 230
Lansing, Michigan 48933
Tel No: 517-374-6521

AT&T Corp.
222 West Adams Street, Suite 1500
Chicago, Illinois 60606
Tel No: 312-230-2647

FILED

SEP -9 2004

MICHIGAN PUBLIC
SERVICE COMMISSION

AMENDMENT NO. 2

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON NORTH INC., f/k/a GTE NORTH INCORPORATED,

CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

THIS AMENDMENT No. 2 (this "Amendment") is made this 30th day of April 2003 (the "Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated, and Contel of the South, Inc., d/b/a Verizon North Systems, each a Wisconsin corporation (collectively "Verizon"), on the one hand, each providing service within its respective service territory in Michigan, and both with a principal place of business at 100 Executive Drive, Marion, OH 43302, and AT&T Communications of Michigan, Inc., a Michigan corporation ("AT&T"), on the other hand, with its principal place of business at One AT&T Way, Bedminster, NJ 07921. (Verizon and AT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Verizon service territory in the State of Michigan (the "State").

<u>WITNESSETH</u>:

WHEREAS, Verizon and AT&T are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated August 2, 1999 (the "Agreement").

WHEREAS, AT&T has requested that the Parties amend the Agreement to provide for "Line Splitting" (as defined herein); and

WHEREAS, Verizon is prepared to provide for Line Splitting on the terms and conditions set forth herein but, notwithstanding any other provision of this Amendment or otherwise, only to the extent required by Applicable Law (which term, for the avoidance of any doubt, includes, without limitation, the impending rules, once they become effective and, as they are amended and in effect from time to time, of the FCC in CC Docket Nos. 01-338, 96-98 and 98-147).

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

(a) The following paragraph shall be added to Attachment 2 (Service Description: Unbundled Network Elements) of the Agreement:

"**3.6 Line Splitting**

AT&T may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, AT&T may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and Digital Subscriber Line Access Multiplexer ("DSLAM") equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their respective interconnection agreement(s). AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. AT&T or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent AT&T seeks to migrate an existing UNE-P Combination to a Line Splitting configuration using the same Network Elements utilized in the pre-existing UNE-P Combination, it may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. Notwithstanding any provision of this Agreement or otherwise, the foregoing Verizon obligations (and CLEC rights) in connection with Line Splitting shall apply only to the extent Verizon is required to undertake such obligations and the CLECs have such rights, in each case under Applicable Law. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement to terminate its provision of Line Splitting (or an applicable network element) and, notwithstanding any other provision of this Agreement or otherwise, if Verizon provides Line Splitting to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Line Splitting arrangements (or an applicable network element), Verizon may terminate its provision of such Line Splitting arrangements (or applicable network element) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days)."

(b) The following definition shall be added to Attachment 11 (Definitions) of the Agreement:

"**"xDSL"** is 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.""

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

(i) 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 (A) a network element under Applicable Law, or (B) a network element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 Michigan Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or AT&T's rights under the Agreement, this Amendment or Applicable Law.

(ii) Notwithstanding anything set forth in the Agreement or this Amendment, Verizon shall be required to provide Line Splitting (or a network element on an unbundled basis) only where necessary facilities are available.

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

(i) Verizon shall provide access to Line Splitting subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Line Splitting, collectively, the "Rates" and, individually, a "Rate"). These Rates are as Verizon communicated to AT&T in a December 31, 2001 industry letter titled "UNE Rates for Existing Interconnection Agreements," as amended from time to time, and shall apply until such time as they are replaced by new rates as may be approved or allowed to go into effect by the Michigan Public Service Commission or the FCC from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction for the State of Michigan.

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 this 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 Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

AT&T COMMUNICATIONS OF MICHIGAN, INC.

By: Bruce Cooper

Printed: Bruce Cooper

Title: Vice President – Access and Local Interconnection, Eastern Region

VERIZON NORTH INC.

CONTEL OF THE SOUTH, INC., d/b/a VERIZON NORTH SYSTEMS

By: Jeffrey A. Masoner

Printed: JEFFREY A. MASONER

Title: VP. INTERCONNECTION SVCS