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IDAHO PUBLIC
UTILITIES COMMISSION



20575 NW Von Neumann Drive, Suite 150
Hillsboro, OR 97006

September 7, 2006

V2N-T-06-08

Ms. Jean Jewell, Secretary
Idaho Public Utilities Commission
P.O. Box 83720
Boise, Idaho 83720-0074

Dear Ms. Jewell:

Attached you will find an original, plus three copies of 360networks's adoption of the interconnection agreement between Verizon and Covista Inc. under Section 252(i) of the TA96.

If you have any questions regarding this filing, please call me at 503/645-7909.

Sincerely,

A handwritten signature in cursive script, appearing to read "Renee M. Willer".

Renee M. Willer
Regulatory Manager

Attachments

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2006 SEP -7 PM 2: 02

IDAHO PUBLIC
UTILITIES COMMISSION

Jeffrey A. Masoner
Vice President
Partner Solutions
Interconnection Services Policy & Planning



One Verizon Way
VC32W-421
Basking Ridge, NJ 07920

Tel.: 908-559-4610
Fax: 908-766-3495
jeffrey.a.masoner@verizon.com

August 16, 2006

V2N-7-0608

Liza Dennehy
VP, Operations
360networks (USA) inc.
130 North Main Street
Butte, MT 59701

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Ms. Dennehy:

Verizon Northwest Inc. ("Verizon"), a Washington corporation, with principal place of business at 1800 41st Street, Everett, WA 98201, has received correspondence stating that 360networks (USA) inc. ("360networks"), a Nevada corporation, with principal place of business at 867 Coal Creek Circle, Suite 160, Louisville, CO 80027 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Covista, Inc. ("Covista") and Verizon that was approved by the Idaho Public Utilities Commission (the "Commission") as an effective agreement in the State of Idaho, as such agreement exists on the date hereof (including, without limitation, Amendment 1 and 2 thereto) after giving effect to operation of law (the "Terms"). I understand 360networks has a copy of the Terms. Please note the following with respect to 360networks's adoption of the Terms.

1. By 360networks's countersignature on this letter, 360networks hereby represents and agrees to the following seven points:
 - A. 360networks adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that 360networks shall be substituted in place of Covista, Inc. and Covista in the Terms wherever appropriate.

- B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
- C. Notice to 360networks and Verizon as may be required or permitted under the Terms shall be provided as follows:

To 360networks (USA) inc.:

Attention: Gary Ray
VP, Co-General Counsel
867 Coal Creek Circle, Suite 160
Louisville, CO 80027
Telephone Number: (303) 854-5122, Ext.: None
Facsimile Number: (303) 854-5100
Internet Address: gary.ray@360.net

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
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. 360networks represents and warrants that it is a certified provider of local telecommunications service in the State of Idaho, and that its adoption of the Terms will cover services in the State of Idaho only.
- E. In the event an interconnection agreement between Verizon and 360networks is currently in effect in the State of Idaho (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- F. Verizon's standard pricing schedule for interconnection agreements in the State of Idaho (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to 360networks's adoption of the Terms. 360networks should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. 360networks's adoption of the Terms shall become effective on August 4, 2006. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by 360networks as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern 360networks's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on December 25, 2007.
2. As the Terms are being adopted by 360networks pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of 360networks's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Verizon reserves the right to deny 360networks's application of the Terms, in whole or in part, at any time:
- A. when the costs of providing the Terms to 360networks are greater than the costs of providing them to Covista;
 - B. if the provision of the Terms to 360networks is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to 360networks under applicable law.
5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation

obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

6. Should 360networks attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against 360networks under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and 360networks's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of 360networks resulting from 360networks's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

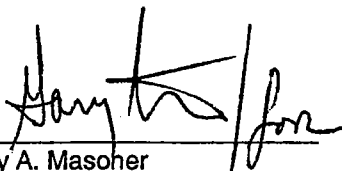
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of 360networks to sign this letter in the space provided below and return it to Verizon.

Sincerely,

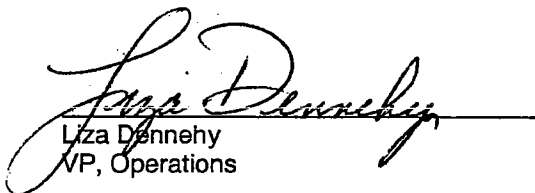
VERIZON NORTHWEST INC.



Jeffrey A. Mascher
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

360NETWORKS (USA) INC.



Liza Dennehy
VP, Operations

Attachment

APPENDIX A¹
V1.9

- I. **Rates and Charges for Transport and Termination of Traffic²**
- A. Reciprocal Compensation Traffic Termination
- Reciprocal Compensation Traffic End Office Rate: **\$0.0050687 per minute of use.**
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0070138 per minute of use.**
- B. The Tandem Transit Traffic Service Charge is **\$0.0018345 per minute of use.**
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and 360networks shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services is 13.50%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that 360networks orders any service from this Agreement.

Customer Record Search applies when 360networks requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to 360networks. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to 360networks. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter 360networks's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if 360networks requests service prior to the standard due date intervals.

Coordinated Conversion applies if 360networks requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if 360networks requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements³

Monthly Recurring Charges⁴

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	45.00
4 Wire Analog Loop (inclusive of NID)	\$	67.00
2 Wire Digital Loop (inclusive of NID)	\$	45.00
4 Wire Digital Loop (inclusive of NID)	\$	67.00
DS-1 Loop	\$	160.31
DS-3 Loop	\$	320.38

Supplemental Features:

ISDN-BRI Line Loop Extender	\$	5.06
DS1 Clear Channel Capability	\$	26.00

Sub-Loop

2-Wire Feeder	\$	16.01
2-Wire Distribution	\$	26.04
4-Wire Feeder	\$	31.27
4-Wire Distribution	\$	45.64
2-Wire Drop	\$	5.57
4-Wire Drop	\$	5.91
Inside Wire	BFR	

Network Interface Device (leased separately)

Basic NID:	\$	1.80
Complex (12 x) NID	\$	1.90

Switching

Port		
Basic Analog Line Side Port	\$	4.00
Coin Line Side Port	\$	7.64
ISDN BRI Digital Line Side Port	\$	19.40
DS-1 Digital Trunk Side Port	\$	70.10
ISDN PRI Digital Trunk Side Port	\$	227.19

Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$	0.0050687
Common Shared Transport		
Transport Facility (Average MOU/ALM)	\$	0.0000021
Transport Termination (Average MOU/Term)	\$	0.0001106
Tandem Switching (Average MOU)	\$	0.0017134

³ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and 360networks shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

⁴ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Terminating to Originating Ratio		1.00
Dedicated Transport Facilities		
CLEC Dedicated Transport		
CDT 2 Wire	\$	33.52
CDT 4 Wire	\$	53.63
CDT DS1	\$	300.00
CDT DS3 Optical Interface	\$	1,312.50
CDT DS3 Electrical Interface	\$	1,750.00
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$	0.13
IDT DS0 Transport Termination	\$	12.90
IDT DS1 Transport Facility per ALM	\$	1.91
IDT DS1 Transport Termination	\$	45.00
IDT DS3 Transport Facility per ALM	\$	25.15
IDT DS3 Transport Termination	\$	234.14
Multiplexing		
DS1 to Voice Multiplexing	\$	194.78
DS3 to DS1 Multiplexing	\$	550.00
DS1 Clear Channel Capability	\$	26.00
Unbundled Dark Fiber		
Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	\$	67.13
Dark Fiber Sub-Loop – Feeder	\$	53.17
Dark Fiber Sub-Loop – Distribution	\$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

UNE-P Pricing⁵

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing⁵

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

⁵ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and 360networks shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Line Splitting⁶

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁶ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOOP, PORT AND NID

Pre-ordering

CLEC Account Establishment Per CLEC	\$166.32
Customer Record Search	\$ 4.21

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO)	\$294.07
Non-Engineered ISO	\$ 49.31
Central Office Connection	\$ 12.21
Outside Facility Connection (See Note 1)	\$ 68.30

NID:

ISO	\$ 33.38
Outside Facility Connection	\$ 42.69

Port:

ISO	\$ 50.46
Subsequent Service Order	\$ 25.67
Central Office Connection	\$ 12.21

Custom Handling

Manual Ordering Charge	\$ 12.17
Service Order Expedite:	
Engineered Loop LSRs	\$ 25.80
All Other LSRs	\$ 3.36

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Note 1: The Outside Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES – OTHER UNES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Initial Unit	Provisioning Add'l Unit
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UNBUNDLED SUB-LOOP

Exchange – FDI Feeder Interconnection – Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange – FDI Feeder Interconnection – Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange – FDI Distribution Interconnection – Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange – FDI Distribution Interconnection – Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange – Serving Terminal Interconnection – Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange – Serving Terminal Interconnection – Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41

UNBUNDLED DARK FIBER

Advanced – Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced – Interoffice Dedicated Transport – Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced – Unbundled Loop – Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced – Sub-Loop Feeder – Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced – Sub-Loop Distribution – Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Intermediate Office Cross Connect	TBD			
Dark fiber Record Review (with reservations)	TBD			
Dark Fiber Optional Engineering Services	TBD			

ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$12.21	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 12.21	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$12.21	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 12.21	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A

Changeover Charge -(Conversion from Special Access to EELs or Transport)

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$99.77	\$41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	N/A

LOOP CONDITIONING⁷**(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ —
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

LINE AND STATION TRANSFER⁸

N/A	N/A	\$147.75	N/A
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UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced - Basic(2-wire and 4-wire) - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire)- Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex(DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

⁷ These charges are interim and subject to retroactive true back to the Effective Date of this Agreement.

⁸ A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING

BFR	BFR	BFR	BFR
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EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$40.96	\$40.96	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that 360networks orders any service from this Agreement.

Customer Record Search applies when 360networks requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if 360networks requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if 360networks requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if 360networks requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	22.00
Cage Grounding Bar	per bar	NRC	1,437.55
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,440.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	76.00
Facility Cable Pull	per cable run	NRC	211.00
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	5.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	11.00
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	42.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
BITS Timing	per project	NRC	307.00
<u>Monthly Recurring Prices</u>			
Caged Floor Space including Shared Access Area			
DC Power	per sq ft	MRC	5.00
	per load amp	MRC	14.79
Building Modification	per request	MRC	201.00
Environmental Conditioning	per load amp	MRC	2.28
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	1.01
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02

CAGED COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.56
Manhole Space - Fiber	per project	MRC	6.00
Subduct Space - Fiber	per lin ft	MRC	0.04
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	10.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	27.00
BITS Timing	per occurrence	MRC	11.00

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Costs			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
Access Card Administration (New/Replacement)	per card	NRC	22.00
DC Power			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
Overhead Superstructure	per project	NRC	2,440.00
Facility Cable or Fiber Optic Patchcord Pull/Termination			
Engineering	per project	NRC	76.00
Facility Pull	per cable run	NRC	211.00
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	5.00
DS1 Cable Termination	per 28 pair	NRC	2.00
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	2.00
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	11.00
Fiber Optic Patchcord Termination	per termination	NRC	1.12
Fiber Cable Pull			
Engineering	per project	NRC	607.00
Place Innerduct	per lin ft	NRC	2.00
Pull Cable	per lin ft	NRC	1.00
Cable Fire Retardant	per occurrence	NRC	42.00
Fiber Cable Splice			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
BITS Timing	per project	NRC	307.00
<u>Monthly Recurring Prices</u>			
Relay Rack Floor Space	per lin ft	MRC	20.00
DC Power	per load amp	MRC	14.79
Building Modification	per request	MRC	201.00
Environmental Conditioning	per load amp	MRC	2.28
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per DS3	MRC	11.00
Fiber Optic Patchcord	per connector	MRC	1.01
Cable Rack Space - Metallic	per cable run	MRC	2.00
Cable Rack Space - Fiber	per innerduct ft	MRC	0.02
Fiber Optic Patchcord Duct Space	per cable run	MRC	0.56
Manhole Space - Fiber	per project	MRC	6.00

CAGELESS COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
Subduct Space - Fiber	per lin ft	MRC	0.04
Cable Vault Splice			
Fiber Cable - 48 Fiber			
Material	per splice	MRC	10.00
Fiber Cable - 96 Fiber			
Material	per splice	MRC	27.00
BITS Timing	per occurrence	MRC	11.00

ADJACENT COLLOCATION RATES

Elements	Increment	NRC / MRC	Rate
<u>Non-Recurring Prices</u>			
Engineering Fee	per occurrence	NRC	\$958.00
Facility Pull	1 lin ft	NRC	2.00
Facility Termination			
DS0 Cable			
Connectorized	per 100 pr	NRC	5.00
Unconnectorized	per 100 pr	NRC	42.00
DS1 Cable			
Connectorized	per 28 pr	NRC	2.00
Unconnectorized	per 28 pr	NRC	32.00
DS3 (Coaxial) Cable			
Connectorized	per DS3	NRC	2.00
Unconnectorized	per DS3	NRC	11.00
Fiber	per fiber term	NRC	70.00
<u>Monthly Recurring Prices</u>			
Facility Termination			
DS0	per 100 pr	MRC	4.00
DS1	per 28 pr	MRC	16.00
DS3	per coaxial	MRC	11.00
Cable Vault Space			
Fiber Cable - 48 fiber			
Space Utilization	per subduct	MRC	1.00
Fiber Cable - 96 fiber			
Space Utilization	per subduct	MRC	1.00
Cable Rack Space			
Metallic DS0	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.02
Coaxial	1 lin ft	MRC	0.01

