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UTILITIES COMMISSION



**Verizon Northwest Inc.**  
20575 NW Von Neumann Dr.  
Suite 150  
Beaverton, Oregon 97006-6982  
Mailcode: OR030156

Fax 503 629-0592

August 5, 2009

VZV-7-09-01

Ms. Jean Jewell  
Idaho Public Utilities Commission  
472 W. Washington  
Boise, Idaho 83720

RE: New Interconnection Agreement between Verizon Northwest and NET TALK.COM, Inc.  
Dear Ms. Jewell,

Please find attached a new interconnection agreement between Verizon Northwest Inc and NET TALK.COM, Inc. Please contact me at (503) 645-7909 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Renee M. Willer".

Renee M. Willer  
Verizon External Affairs  
renee.willer@verizon.com

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UTILITIES COMMISSION



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

1320 N. Court House Rd.  
8<sup>th</sup> Floor, Room 0898  
Arlington, VA 22201

Tel.: 703 974-4610  
Fax: 703-974-1970  
jeffrey.a.masoner@verizon.com

June 22, 2009

VZNT-09-01

Kenneth Hosfeld  
EVP  
NET TALK.COM, INC.  
1100 NW 163rd Drive  
Miami, FL 33169

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

Dear Mr. Hosfeld:

Verizon Northwest Inc. ("Verizon"), a Washington corporation, with principal place of business at 1800 41st Street, Everett, WA 98201, has received correspondence stating that NET TALK.COM, INC. ("Nettalk"), a Florida corporation, with principal place of business at 1100 NW 163rd Drive, Miami, Florida 33169 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Ymax Communications Corp. ("Ymax") 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 thereto) after giving effect to operation of law (the "Terms"). I understand Nettalk has a copy of the Terms. Please note the following with respect to Nettalk's adoption of the Terms.

1. By Nettalk's countersignature on this letter, Nettalk hereby represents and agrees to the following seven points:
  - A. Nettalk adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Nettalk shall be substituted in place of Ymax Communications Corp. and Ymax 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 Nettalk and Verizon as may be required or permitted under the Terms shall be provided as follows:

To NET TALK.COM, INC.:

Attention: Anthony DiFiore  
Project Director/Nettalk  
1100 NW 163rd Drive  
Miami, FL 33169  
Telephone Number: (704) 807-1823, Ext.: None  
Facsimile Number: (305) 621-1201  
Internet Address: anthony@nettalk.com

To Verizon:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel  
Verizon Partner Solutions  
1320 N. Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

- D. Nettalk 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 Nettalk 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 Nettalk's adoption of the Terms. Nettalk 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. Nettek's adoption of the Terms shall become effective on June 19, 2009. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Nettek as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Nettek's adoption of the Terms.
2. As the Terms are being adopted by Nettek 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 Nettek'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 Nettek's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to Nettek are greater than the costs of providing them to Ymax;
    - B. if the provision of the Terms to Nettek is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to Nettek 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.<sup>1</sup> Accordingly, any compensation to

<sup>1</sup> 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

be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> 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.<sup>3</sup> 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.<sup>4</sup>

6. Should Nettalk 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 Nettalk 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 Nettalk's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Nettalk resulting from Nettalk'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.

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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).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at [http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec\\_01-05\\_21,00.html](http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

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

Sincerely,

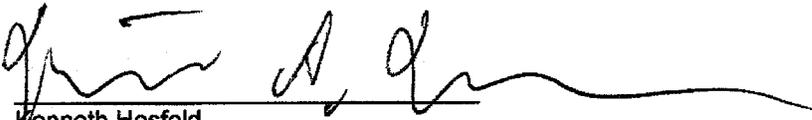
VERIZON NORTHWEST INC.



Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

NET TALK.COM, INC.



Kenneth Hosfeld  
EVP

Attachment

## APPENDIX A<sup>1</sup>

(IDAHO)  
v1.13

- I. **Rates and Charges for Transport and Termination of Traffic<sup>2</sup>**
- 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**
- D. Exchange Access Service: **Per Verizon interstate and/or Verizon intrastate access tariff**

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<sup>1</sup> 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 that Verizon is not required to provide under Section 251 of the Act). 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 NetTalk 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, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>2</sup> 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 Nettalk orders any service from this Agreement.

Customer Record Search applies when Nettalk 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 Nettalk. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Nettalk. 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 Nettalk'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 Nettalk requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Nettalk 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 Elements<sup>3</sup>

#### Monthly Recurring Charges<sup>4</sup>

##### 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 Distribution	\$	26.04
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

##### Dedicated Transport Facilities

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 (Dedicated Transport)		
DS1 to Voice Multiplexing	\$	194.78
DS3 to DS1 Multiplexing	\$	550.00
DS1 Clear Channel Capability	\$	26.00

<sup>3</sup> 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 NetTalk 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, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>4</sup> 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.

**Unbundled Dark Fiber**

Unbundled Dark Fiber Loops

Dark Fiber Loop \$ 67.13

Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT –Facility \$ 24.80

Dark Fiber IDT –Termination \$ 6.34

Intermediate Office Cross Connect TBD

## **EEL Pricing**

**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, Multiplexing, & Clear Channel Capability).

**Line Splitting (also referred to as "Loop Sharing")<sup>5 6</sup>**

**A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

**B. Other Charges**

**i. Regrade**

\$9.59 NRC

**ii. \*Service Connection**

**\*Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers  
/Pair Swaps**

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

**C. Collocation Rates**

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

<sup>5</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>6</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

**NON-RECURRING CHARGES – LOOP 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

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**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning Initial Unit</b>	<b>Add'l Unit</b>
<b>UNBUNDLED SUB-LOOP</b>				
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
<b>UNBUNDLED DARK FIBER</b>				
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
Intermediate Office Cross Connect	TBD			
Dark fiber Record Review (with reservations)	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)</b>				
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
<b>Changeover Charge - (Conversion from Special Access to EELs or Transport)</b>				
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



**ROUTINE NETWORK MODIFICATIONS<sup>9</sup>**

Engineering Query <sup>10</sup>	N/A	N/A	\$ 183.99	N/A
Engineering Work Order <sup>11</sup>	N/A	N/A	\$ 94.40	N/A
Expedite Engineering Query <sup>10 12</sup>	N/A	N/A	\$ 41.67	N/A
Expedite Engineering Work Order <sup>11 12</sup>	N/A	N/A	\$ 27.94	N/A
Clear Defective Pair	N/A	N/A	\$ 272.35	N/A
Reassignment of Non-Working Cable Pair	N/A	N/A	\$ 272.35	N/A
Binder Group Rearrangement	N/A	N/A	\$ 529.77	N/A
Repeater – Installation	N/A	N/A	\$1,597.10	N/A
Apparatus Case – Installation	N/A	N/A	\$2,992.81	N/A
Range Extenders – DS0 Installation	N/A	N/A	\$ 809.72	N/A
Range Extenders – DS1 Installation	N/A	N/A	\$ 809.72	N/A
Channel Unit to Universal/Cotted DLC System (existing)	N/A	N/A	\$170.30	N/A
Serving Terminal – Installation/Upgrade	N/A	N/A	Time and Material	N/A
Activate Dead Copper Pair	N/A	N/A	\$ 199.90	N/A
Multiplexer – 1/0 - Installation	N/A	N/A	\$12,211.41	N/A
Multiplexer – 1/0 – Reconfiguration	N/A	N/A	\$170.30	N/A
Multiplexer – 3/1 - Installation	N/A	N/A	\$26,981.19	N/A
Multiplexer – 3/1 – Reconfiguration	N/A	N/A	\$382.34	N/A
Multiplexer – Other – Installation	N/A	N/A	Time and Material	N/A
Move Drop	N/A	N/A	\$109.28	N/A
Cross-Connection – Existing Fiber Facility	N/A	N/A	\$346.93	N/A
Line Card – Installation	N/A	N/A	\$314.63	N/A
Copper Rearrangement	N/A	N/A	\$482.90	N/A
Central Office Terminal – Installation	N/A	N/A	\$35,307.87	N/A
IDLC Only Condition	N/A	N/A	\$36,847.28	N/A
Other Required Modifications	N/A	N/A	Time and Material	N/A
<b>OTHER</b>				
Commingled Arrangements – per circuit NRC	N/A	N/A	\$ 50.00	N/A
Conversion – Service Order	N/A	N/A	\$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 7.27	N/A
Circuit Retag – per circuit	N/A	N/A	\$ 59.43	N/A

<sup>9</sup> This Appendix may contain rates and charges 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 charges (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.

<sup>10</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>11</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>12</sup> Expedite Charges apply in addition to other listed rates.

Dark Fiber – Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A
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### **Application of NRCs**

#### **Preordering:**

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

Customer Record Search applies when Nettetalk 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, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

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

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

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 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, 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 Nettetalk requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Nettetalk 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 Access Tariff.

V. Collocation Rates

<b>CAGED COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>

**Non-Recurring Prices**

**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
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**Cage Grounding Bar**

per bar	NRC	1,437.55
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**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
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**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
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**Monthly Recurring Prices**

**Caged Floor Space including Shared Access Area**

per sq ft	MRC	5.00
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**DC Power**

per load amp	MRC	14.79
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**Building Modification**

per request	MRC	201.00
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**Environmental Conditioning**

per load amp	MRC	2.28
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**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
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**Cable Rack Space - Fiber**

per innerduct ft	MRC	0.02
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**CAGED COLLOCATION RATES**

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

**CAGELESS COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
<b><u>Non-Recurring Prices</u></b>			
<b>Engineering Costs</b>			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,129.00
Minor Augment Fee	per occurrence	NRC	200.00
<b>Access Card Administration (New/Replacement)</b>	per card	NRC	22.00
<b>DC Power</b>			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
<b>Overhead Superstructure</b>	per project	NRC	2,440.00
<b>Facility Cable or Fiber Optic Patchcord Pull/Termination</b>			
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
<b>Fiber Cable Pull</b>			
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
<b>Fiber Cable Splice</b>			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
<b>BITS Timing</b>	per project	NRC	307.00
<b><u>Monthly Recurring Prices</u></b>			
<b>Relay Rack Floor Space</b>			
<b>DC Power</b>	per load amp	MRC	14.79
<b>Building Modification</b>			
<b>Environmental Conditioning</b>	per request	MRC	201.00
	per load amp	MRC	2.28
<b>Facility Termination</b>			
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
<b>Cable Rack Space - Metallic</b>	per cable run	MRC	2.00
<b>Cable Rack Space - Fiber</b>	per innerduct ft	MRC	0.02
<b>Fiber Optic Patchcord Duct Space</b>	per cable run	MRC	0.56
<b>Manhole Space - Fiber</b>	per project	MRC	6.00

**CAGELESS COLLOCATION RATES**

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

**ADJACENT COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
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**Non-Recurring Prices**

<b>Engineering Fee</b>	per occurrence	NRC	\$958.00
<b>Facility Pull</b>	1 lin ft	NRC	2.00
<b>Facility Termination</b>			
<b>DS0 Cable</b>			
Connectorized	per 100 pr	NRC	5.00
Unconnectorized	per 100 pr	NRC	42.00
<b>DS1 Cable</b>			
Connectorized	per 28 pr	NRC	2.00
Unconnectorized	per 28 pr	NRC	32.00
<b>DS3 (Coaxial) Cable</b>			
Connectorized	per DS3	NRC	2.00
Unconnectorized	per DS3	NRC	11.00
<b>Fiber</b>	per fiber term	NRC	70.00

**Monthly Recurring Prices**

<b>Facility Termination</b>			
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
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**Fiber Cable - 96 fiber**

Space Utilization	per subduct	MRC	1.00
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**Cable Rack Space**

Metallic DSO	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

**VIRTUAL COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
<b><u>Non-Recurring Prices</u></b>			
<b>Engineering Costs</b>			
Engineering/Major Augment Fee	per occurrence	NRC	557.81
<b>Equipment Installation</b>			
	per quarter rack	NRC	3,474.25
<b>Software Upgrades</b>			
	per base unit	NRC	96.08
<b>Card Installation</b>			
	per card	NRC	222.52
<b>DC Power</b>			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	18.12
<b>Facility Cable or Fiber Optic Patchcord Pull/Termination</b>			
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
<b>Fiber Cable Pull</b>			
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
<b>Fiber Cable Splice</b>			
Engineering	per project	NRC	31.00
Splice Cable	per fiber	NRC	70.00
<b>BITS Timing</b>	per project	NRC	307.00
<b><u>Monthly Recurring Prices</u></b>			
<b>Equipment Maintenance</b>			
	per quarter rack	MRC	82.15
<b>DC Power</b>			
	per load amp	MRC	14.79
<b>Environmental Conditioning</b>			
	per load amp	MRC	2.28
<b>Facility Termination</b>			
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
<b>Cable Rack Space - Metallic</b>	per cable run	MRC	2.00
<b>Cable Rack Space - Fiber</b>	per innerduct ft	MRC	0.02
<b>Fiber Optic Patchcord Duct Space</b>	per cable run	MRC	0.56

**VIRTUAL COLLOCATION RATES**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b>Manhole Space - Fiber</b>	per project	MRC	6.00
<b>Subduct Space - Fiber</b>	per lin ft	MRC	0.04
<b>Cable Vault Splice</b>			
<b>Fiber Cable - 48 Fiber</b>			
Material	per splice	MRC	10.00
<b>Fiber Cable - 96 Fiber</b>			
Material	per splice	MRC	27.00
<b>BITS Timing</b>	per occurrence	MRC	11.00

**MICROWAVE COLLOCATION RATES**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
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**Non-Recurring Prices**

<b>Augment Fee</b>	per occurrence	NRC	998.92
<b>Facility Pull</b>			
Engineering	per project	NRC	76.00
Labor	per linear ft	NRC	1.12
<b>Building Penetration for Microwave Cable</b>	per occurrence	NRC	ICB
<b>Special Work for Microwave</b>	per occurrence	NRC	ICB

**Monthly Recurring Prices**

<b>Rooftop Space</b>	per sq ft	MRC	4.65
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**DEDICATED TRANSIT SERVICE COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
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**Non-Recurring Prices****DS0**

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.20
Service Connection - Provisioning	per order	NRC	64.95

**DS1/DS3/Dark Fiber**

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.59
Service Connection - Provisioning	per order	NRC	78.57

**Lit Fiber**

ICB

**MISCELLANEOUS COLLOCATION SERVICES**

Elements	Increment	NRC / MRC	Rate
<b>Labor:</b>			
Overtime Installation Labor	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
<b>Labor Rates:</b>			
<b>Basic Time, Business Day, Per Technician</b>			
First Half Hour or Fraction Thereof		NRC	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41
<b>Overtime, Outside the Business Day</b>			
First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00
<b>Prem.Time,Outside Business Day, Per Tech</b>			
First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00
<b>Cable Material</b>			
Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	324.00
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	301.00
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	82.00
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	810.30
Power Cable-Wire Power 1/0	per cable run	NRC	91.00
Power Cable-Wire Power 2/0	per cable run	NRC	132.00
Power Cable-Wire Power 3/0	per cable run	NRC	146.00
Power Cable-Wire Power 4/0	per cable run	NRC	180.00
Power Cable-Wire Power 350 MCM	per cable run	NRC	307.00
Power Cable-Wire Power 500 MCM	per cable run	NRC	428.00
Power Cable-Wire Power 750 MCM	per cable run	NRC	658.00
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.07
<b>Collocation Space Report</b>	per premise	NRC	1,218.00

## DESCRIPTION AND APPLICATION OF RATE ELEMENTS

### Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

Engineering/Major Augment Fee (Microwave Only). The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

Minor Augment Fee. The Minor Augment Fee applies for each minor augment request of an Existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Access Card Administration. The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber patchcord) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

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**Facility Pull.** The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

**Cable Termination.** The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

**Fiber Cable Pull-Engineering.** The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

**Fiber Cable Pull-Place Innerduct.** The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

**Fiber Cable Pull-Labor.** This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

**Fiber Cable Pull-Fire Retardant.** This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

**Fiber Optic Patchcord Termination.** The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

**Fiber Splice-Engineering.** The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

**Fiber Splice.** The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

**DC Power.** Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover Verizon's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

**Cable Material Charges.** The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless, and virtual collocation arrangements. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

**Adjacent Engineering Fee.** The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

**Adjacent Facility Pull-Labor.** This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

**Adjacent Fiber Cable Termination.** This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

**Collocation Space Report.** When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

**Miscellaneous Services Labor.** Additional labor, if required, by Verizon to complete a collocation request, disconnect collocation power cables, remove collocation equipments, or perform inventory services for CLECs.

**Facility Pull (Microwave Only).** The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

**Building Penetration for Microwave Cable.** The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

**Special Work for Microwave.** The costs incurred by Verizon for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

**Virtual Equipment Installation.** The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

**Virtual Software Upgrade.** The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

**Virtual Card Installation.** The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

**Dedicated Transit Service (DTS) Service Order Charge.** Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

**Dedicated Transit Service (DTS) – Service Connection CO Wiring.** Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

**Dedicated Transit Service (DTS) – Service Connection Provisioning.** Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

## Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

Relay Rack Floor Space. The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the

CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.