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Olympia, WA 98501

March 17, 2009

William Weinman  
Assistant Director, Telecommunications Section  
Washington State Utilities and Transportation Commission  
P.O. Box 47250  
1300 S. Evergreen Park Dr. SW

2009 MAR 17 PM 2:08  
RECEIVED  
TELECOMMUNICATIONS SECTION  
WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

HAND DELIVERED

RE: Charges for routine network modification rate elements

  
Dear Mr. Weinman:

Thanks to you and Rick for meeting with me last week. This letter confirms that Verizon Northwest Inc. ("Verizon") will not charge competitive local exchange carriers ("CLECs") in Washington State rates for those routine network modification rate elements that have "TBD" rates listed on Exhibit A to TRO amendments Verizon and CLECs have previously entered into in the State of Washington ("listed services", see e.g., Exhibit A attached hereto), except as follows:

1. Verizon and a CLEC negotiate or arbitrate an interconnection agreement or amendment to an interconnection agreement specifying rates for the listed services and the interconnection agreement or amendment becomes effective under Section 252 of the Communications Act, in which case said rates would be charged to the CLEC in question; or
2. As otherwise provided for in Sections 1.2 and 1.3 of the Pricing Attachment to the TRO Amendment approved by the Commission in the consolidated TRO-TRRO arbitration (or in amendments containing substantially the same terms).

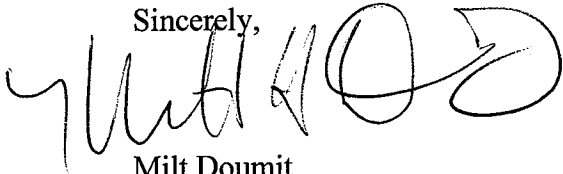
This letter also confirms that Verizon will deal directly with Cbeyond Communications, LLC ("Cbeyond") to negotiate a 3<sup>rd</sup> Amendment to the parties' interconnection agreement in Washington that provides that Verizon will not charge Cbeyond for the

listed services except under the circumstances described above. Verizon, of course, will charge Cbeyond and other CLECs for any other rates provided for in their respective interconnection agreements in the state of Washington.

Finally, this letter confirms that in future interconnection agreements or amendments in Washington addressing routine network modifications under the federal Communications Act, Verizon will propose terms consistent with the understanding in this letter unless and until there is a relevant change of law.

I believe this confirms everything we discussed, Bill. Please let me know if you have any questions or corrections. Thanks once again.

Sincerely,

A handwritten signature in black ink, appearing to read 'Milt Doumit', with a large, stylized flourish at the end.

Milt Doumit  
VP WA State Government and External Affairs  
Verizon NW. Inc.

cc Rick Applegate

## EXHIBIT A<sup>1</sup>

WA NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
LINE AND STATION TRANSFER	TBD
CLEAR DEFECTIVE PAIR	TBD
REASSIGNMENT OF NON-WORKING CABLE PAIR	TBD
BINDER GROUP REARRANGEMENT	TBD
REPEATER - INSTALLATION	TBD
APPARATUS CASE - INSTALLATION	TBD
RANGE EXTENDERS - DS-0 Installation	TBD
RANGE EXTENDERS - DS-1 Installation	TBD
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	TBD
SERVING TERMINAL - INSTALLATION / UPGRADE	TBD
ACTIVATE DEAD COPPER PAIR	TBD
MULTIPLEXER - 1/0 - INSTALLATION	TBD
MULTIPLEXER - 1/0 - RECONFIGURATION	TBD
MULTIPLEXER - 3/1 - INSTALLATION	TBD
MULTIPLEXER - 3/1 - RECONFIGURATION	TBD
MULTIPLEXER - OTHER - INSTALLATION	TBD
MOVE DROP	TBD
CROSS-CONNECTION - EXISTING FIBER FACILITY	TBD
LINE CARD - INSTALLATION	TBD
COPPER REARRANGEMENT	TBD
CENTRAL OFFICE TERMINAL - INSTALLATION	TBD
IDLC ONLY CONDITION	TBD
OTHER REQUIRED MODIFICATIONS	TBD
OTHER	
Commingled Arrangements - per circuit NRC	TBD
Circuit Retag - per circuit	TBD
DARK FIBER	
Dark Fiber Routine Network Modifications	TBD

<sup>1</sup> This Exhibit 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 Amended 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 Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended 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 Amended Agreement.