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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

In the Matter of	)	
	)	DOCKET NO. UT- 041127
THE JOINT PETITION FOR	)	
ENFORCEMENT OF	)	AFFIDAVIT OF DANIEL WIGGER,
INTERCONNECTION AGREEMENTS	)	VICE PRESIDENT NETWORK
WITH VERIZON NORTHWEST, INC.	)	OPERATIONS AND ENGINEERING
(a/k/a GTE)	)	FOR ADVANCED TELCOM, INC.
		f/k/a ADVANCED TELCOM GROUP,
		Inc. ("ATI")

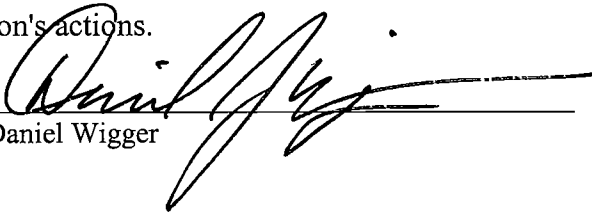
STATE OF CALIFORNIA	)	
	)	ss
COUNTY OF SONOMA	)	

- 1            1.        I, Daniel Wigger, Vice President Network Operations and Engineering for  
ATI, affirm and swear as follows.
- 2            2.        As Vice President Engineering and Operations, my job responsibilities  
include overseeing all Field Operations; Network & Facilities Planning, Implementation, and  
Management; Repair Service & Technical Support functions, and Network Economics for  
the company.
- 3            3.        ATI received Verizon's letters of June 7, 2004 and July 20, 2004 advising  
ATI of Verizon's intention to discontinue the provision of unbundled switching out of its  
Mt. Vernon, Washington switch.
- 4            4.        ATI and Verizon have entered into an interconnection agreement for the  
state of Washington. The Commission approved the interconnection agreement on April 26,  
2000 in Docket No. UT 993018.

5                   5.       Our interconnection agreement with Verizon requires Verizon to provide  
unbundled network elements, including unbundled switching. See Attachment 1 to this  
Affidavit.

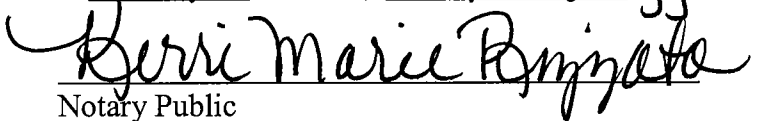
6                   6.       ATI provides local voice services to end user customers in the state of  
Washington. We rely on our interconnection agreement with Verizon to provide those  
services in Verizon's local territory. ATI provides local services to certain customers in the  
state of Washington using Verizon's unbundled network elements platform ("UNE-P").

7                   7.       Verizon ceased accepting orders for UNE-P relating to its Mount Vernon  
switch on or about August 27, 2004. As a result of this action, ATI faces substantially  
increased costs that will render it unable to compete in the Mt. Vernon market. These  
include both the immediate cost increase of the local services and the costs of reallocated  
operational resources made necessary by Verizon's actions.

  
\_\_\_\_\_  
Daniel Wigger

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF SONOMA        )

Signed and sworn to before me on 9-16, 2004, by Daniel Wigger.

  
\_\_\_\_\_  
Notary Public



Kerri Marie Rizzato  
\_\_\_\_\_  
(Printed or Stamped Name of Notary)  
Residing at 3554 Round Barn Blvd  
My appointment expires: 1-13-05

# **ATTACHMENT**

through the Customer's side of the Verizon NID, ATG does not need to submit a request to Verizon and Verizon shall not charge ATG for access to the Verizon NID. In such instances, ATG shall comply with the provisions of Sections 9.2 through 9.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 7 of this Agreement.

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

9.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, ATG may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

9.7.2 ATG may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. ATG, its agent, the building owner or the Customer). If ATG accesses the Customer's Inside Wire as described in this Section 9.7.2, time and materials charges will be billed to the requesting party (i.e. ATG, its agent, the building owner or the Customer).

## 10. Unbundled Switching Elements

Subject to the conditions set forth in Section 1, Verizon shall make available to ATG the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Agreement. Verizon shall provide ATG with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law, at the rates set forth in the Appendix F.

### 10.1 Local Switching.

10.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.

10.1.3 ATG may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated

with processing the order. ATG may submit a Bona Fide Request in accordance with Section 14.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of ATG to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.2 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), ATG shall complete the NDR process. As part of the NDR process, ATG shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If ATG selects customized routing, ATG shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.3 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

**11. Unbundled Interoffice Facilities**

Subject to the conditions of Section 1, where facilities are available, at ATG's request, Verizon shall provide ATG with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Appendix F; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that ATG also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Article VII.

**12. Signaling Networks and Call-Related Databases**

12.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide ATG with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877/866/855) databases, LIDB, and any other necessary databases.

12.2 ATG shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve ATG's Customers, at non-discriminatory rates, terms and conditions as provided in the Appendix F, provided further that if the ATG information Verizon requires to provide such call-related functionality is resident in a database, ATG will provide Verizon with the access and authorization to query ATG's information in the databases within which it is stored.

12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the