

Joan Gage
State Manager – Regulatory Affairs

January 8, 2003

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **INTERCONNECTION AGREEMENT ADOPTION AND AMENDMENT
BETWEEN VERIZON NORTHWEST INC. AND ELECTRIC
LIGHTWAVE, INC. – WA.**

Dear Ms. Washburn:

Enclosed for filing with the Commission are an original and three (3) copies of the Adoption Letter and Appendix 1 related to the interconnection agreement adoption for the above referenced companies. Also enclosed are an original and three (3) copies of an amendment to the agreement.

Please call me if you have any questions.

Very truly yours,



Joan Gage
State Manager – Regulatory Affairs

C:\mydocuments\IACoverLtr.doc
Enclosure

UT-033000 (IA)
1-22-03



Verizon Northwest Inc.
1800 41st Street
P.O. Box 1003
Everett, Washington 98201
Mailcode: WA0101RA

Phone 425 261-5238
Fax 425 261-5269

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RECORDS MANAGEMENT
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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing

2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

November 11, 2002

Mr. Daniel McCarthy
President and C.O.O.
Electric Lightwave, Inc.
4400 NE 77th Avenue
Vancouver, WA 98662

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. McCarthy:

Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation, with principal place of business at 1800 41st, Everett, Washington 98201, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Electric Lightwave, Inc. ("ELI"), a Delaware corporation with its principal place of business at 4400 NE 77th Avenue, Vancouver, WA 98662, wishes to adopt the terms of the Interconnection Agreement between XO Washington Inc., f/k/a NEXTLINK Washington, Inc. ("XO") and Verizon that was approved by the Washington Utilities and Transportation Commission (the "Commission") as an effective agreement in the State of Washington, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand ELI has a copy of the Terms. Please note the following with respect to ELI's adoption of the Terms.

1. ELI adopts (and agrees to be bound by) the Terms of the XO/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that ELI shall be substituted in place of XO Washington Inc. and XO in the Terms wherever appropriate.
2. Notice to ELI and Verizon as may be required under the Terms shall be provided as follows:

To ELI:

Attention: Charles L. Best
Associate General Counsel
4400 NE 77th Avenue
Vancouver, WA 98662
Telephone Number: 360/816-3311
Facsimile Number: 360/816-0999
Internet Address: charles_best@eli.net

with a copy to:

Frontier - A Citizens Communications Company
Attention: Director of Interconnection
180 South Clinton Avenue
Rochester, New York 14646
Phone: 585/777-7124
Fax: 585/424-1196

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

3. ELI represents and warrants that it is a certified provider of local telecommunications service in the State of Washington, and that its adoption of the Terms will cover services in the State of Washington only.
4. In the event an interconnection agreement between Verizon and ELI is currently in effect in the state of Washington (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.

5. Verizon's standard pricing schedule for interconnection agreements in the State of Washington (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to ELI's adoption of the Terms. ELI 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. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights.
6. ELI's adoption of the XO Terms shall become effective on November 15, 2002. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter, countersigned by an authorized officer of ELI. The term and termination provisions of the XO/Verizon agreement shall govern ELI's adoption of the Terms. ELI's adoption of the Terms is currently scheduled to expire on September 8, 2003.
7. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), 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 these Terms as a result of ELI's 252(i) election.
8. 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 Commissions, 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.
9. Verizon reserves the right to deny ELI's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to ELI are greater than the costs of providing them to XO;
 - (b) if the provision of the Terms to ELI is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to ELI under applicable law.

10. For avoidance of 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
11. For avoidance of doubt, pursuant Article V, Section 3.2.2 of the Verizon Washington Terms, traffic studies have indicated that, in the aggregate, ELI is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic. The Parties, therefore, shall use mutual compensation until such time as a subsequent traffic study indicates, in the aggregate, that neither Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic as provided in Article V, Section 3.2.2 of the Verizon Washington Terms.
12. Should ELI attempt to apply the Terms in a manner that conflicts with paragraphs 1-11 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
13. In the event that a voluntary or involuntary petition has been or is in the future filed against ELI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or

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, Resources, Industry Letters, CLEC).

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

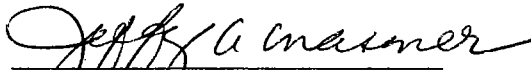
⁴ *FCC Internet Order* ¶ 82.

composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and ELI's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of ELI resulting from ELI's adoption of the Verizon 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.

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

Sincerely,

VERIZON NORTHWEST INC.



Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to the points in paragraphs 1 through 4. As to the points in paragraphs 5 through 13 of this letter, ELI understands Verizon's position on the issues but does not necessarily agree with Verizon's position. Should disputes between the parties arise regarding the issues in paragraphs 5 through 13, ELI reserves the right to take whatever position it deems appropriate on the issues and to seek any regulatory, judicial and/or other relief that may be available to resolve the dispute.

ELECTRIC LIGHTWAVE, INC.



By Daniel McCroft
President

Title _____

- c: Sherri Sebring – Verizon
- Angelica Murillo – Verizon
- Elaine Duncan - Verizon

APPENDIX 1¹

I. Rates and Charges for Transportation and Termination of Traffic²

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0016966♦**.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0077934♦**.
- C. The Tandem Transiting Charge is **\$0.00181967**.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

¹ Certain of the rates and charges set forth above, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 11, 1996 in Interim Docket No. UT-960307. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates. The Parties further agree that the Commission's Order in Interim Docket No. UT-960307, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

² All rates and charges specified herein are pertaining to the Interconnection provisions of the Terms.

II. Services Available for Resale

The avoided cost discount for all Resale services except Operator Services/Directory Assistance (OS/DA) is 10.1%. The avoided cost discount for OS/DA, is 0.6%.³

Non-Recurring Charges (NRCs) for Resale Services

Local Services – Semi-Mechanized Ordering

Service Order Charges⁺⁺

Engineered, Initial Service	\$226.77+
Engineered, Subsequent Service	\$ 37.77+
Non-Engineered, Initial Service	\$ 11.56+
Non-Engineered, Subsequent Service	\$ 2.80+
Changeover As Specified, Engineered, Initial Order ⁺⁺⁺⁺⁺	\$102.34+
Changeover As Is, Non-Engineered, Initial Order ⁺⁺⁺⁺	\$ 2.61+
Changeover As Specified, Non-Engineered, Initial Order ⁺⁺⁺⁺⁺	\$ 60.89+

Service Connection Charges

Central Office Connect, per loop, port or resold line	\$ 13.61+
Outside Facility Connect ⁺⁺⁺	\$ 88.06+

Local Services – Manual Ordering

Service Order Charges⁺⁺

Engineered, Initial Service	\$239.17+
Engineered, Subsequent Service	\$ 47.06+
Non-Engineered, Initial Service	\$ 26.29+
Non-Engineered, Subsequent Service	\$ 12.09+
Changeover As Specified, Engineered, Initial Order ⁺⁺⁺⁺⁺	\$112.03+
Changeover As Is, Non-Engineered, Initial Order ⁺⁺⁺⁺	\$ 12.29+
Changeover As Specified, Non-Engineered, Initial Order ⁺⁺⁺⁺⁺	\$ 70.57+

Service Connection Charges

Central Office Connect, per loop, port or resold line	\$ 13.61+
Outside Facility Connect ⁺⁺⁺	\$ 88.06+

Local Services – Disconnect

³ 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.

+ WN U-22 Section 8, Verizon Northwest Inc.

⁺⁺ In addition to the Service Order Charges, Operation Support Systems (OSS) and National Open Market Center (NOMC) charges in this Section following apply on a per Local Service Request (LSR) basis.

⁺⁺⁺ Per order when outside facility work is required.

⁺⁺⁺⁺ Resale changeover applies to Non-Engineered Basic migrations between CLECs with or without minor changes.

⁺⁺⁺⁺⁺ Resale As Specified applies to Non-Engineered Complex and Engineered Basic and Complex migrations between CLECs when changes in services are made.

Engineered, Initial Service	\$ 87.18+
Non-Engineered, Initial Service	\$ 5.61+
Miscellaneous Charges⁺⁺⁺⁺⁺	
<u>Expedite Charge:</u>	
Engineered, Initial Service	\$ 35.12+
Engineered, Subsequent Service	\$ 35.12+
Non-Engineered, Initial Service	\$ 12.23+
Non-Engineered, Subsequent Service	\$ 12.23+
<u>Coordinated Conversion Charge:</u>	
Engineered, Initial Service	\$ 16.81+
Non-Engineered, Subsequent Service	\$ 16.81+
Central Office Connect	\$ 10.71+
Outside Facility Connect	\$ 9.59+
<u>Hot Coordinated Conversion Charge-- Flat:</u>	
Engineered, Initial Service	\$ 28.94+
Non-Engineered, Initial Service	\$ 28.94+
Central Office Connect	\$ 42.83+
Outside Facility Connect	\$ 38.34+
<u>Hot Coordinated Conversion Charge-- Per Quarter Hour:</u>	
Engineered, Initial Service	\$ 6.07+
Non-Engineered, Initial Service	\$ 6.07+
Central Office Connect	\$ 10.71+
Outside Facility Connect	\$ 9.59+
<u>Customer Record Search, per account</u>	\$ 6.97+
<u>Account Establishment, per CLEC, per State</u>	\$255.82+
<u>Operational Support Systems (OSS) Charge[•]</u>	
OSS Transition Charge, per Local Service Request	\$ 3.27+
OSS Transaction Charge, per Local Service Request	\$ 3.76+
<u>National Open Market Center (NOMC) Charge[•]</u>	
NOMC Shared/Fixed Cost Recovery, per Local Service Request	\$ 4.40+

+++++ Applicable to electronic and manual orders.

• Service Order Charges for Manual and Semi-Mechanized Ordering will apply in addition to Operation Support Systems (OSS) and National Open Market Center (NOMC) Charges.

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ELI orders any service from the Terms.

Customer Record Search applies when ELI 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 ELI. 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 ELI. 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 field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter ELI'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 ELI requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if ELI requests real-time coordination of a service cutover 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

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)		
Zone 1	\$	14.96⊕
Zone 2	\$	16.74⊕
Zone 3	\$	20.11⊕
Zone 4	\$	23.36⊕
Zone 5	\$	49.85⊕
4 Wire Analog Loop (inclusive of NID)		
Zone 1	\$	22.44⊕
Zone 2	\$	25.11⊕
Zone 3	\$	30.17⊕
Zone 4	\$	35.04⊕
Zone 5	\$	74.78⊕
2 Wire Digital Loop (inclusive of NID)		
Zone 1	\$	14.96⊕
Zone 2	\$	16.74⊕
Zone 3	\$	20.11⊕
Zone 4	\$	23.36⊕
Zone 5	\$	49.85⊕
4 Wire Digital Loop (inclusive of NID)		
Zone 1	\$	22.44⊕
Zone 2	\$	25.11⊕
Zone 3	\$	30.17⊕
Zone 4	\$	35.04⊕
Zone 5	\$	74.78⊕
DS-1 Loop	\$	127.41
DS-3 Loop	\$	899.80

Line Sharing

CLEC Owned Splitter in Virtual Collocation Space		
Splitter Maintenance, Per Shelf	\$	22.47⊕
Line Sharing Loop Charge	\$	4.00⊕
CLEC Owned Splitter in CLEC Collocation Space		
Line Sharing Loop Charge	\$	4.00⊕

Verizon-Owned Splitter ⁴		
Splitter, Per Line	\$	2.66⊕
Line Sharing Loop Charge	\$	4.00⊕

Supplemental Features:		
ISDN-BRI Line Loop Extender	\$	5.34
DS1 Clear Channel Capability	\$	10.00

Sub-Loop

2-Wire Feeder	\$	2.71
2-Wire Distribution	\$	8.11
4-Wire Feeder	\$	13.65
4-Wire Distribution	\$	22.26
2-Wire Drop	\$	3.11
4-Wire Drop	\$	3.35
Inside Wire	BFR	

Network Interface Device (leased separately)[∞]

Basic NID:	\$.84⊕
Complex (12 x) NID	\$	1.90

Switching

Port		
Basic Analog Line Side Port	\$	1.34⊕
Coin Line Side Port	\$	5.77
ISDN BRI Digital Line Side Port	\$	13.86
DS-1 Digital Trunk Side Port	\$	94.82
ISDN PRI Digital Trunk Side Port	\$	220.70

Usage Charges (must purchase Port)		
Local Central Office Switching		
Per Originating/Terminating Minute of Use	\$0.0014151⊕	
Common/Shared Transport		
Transport Facility (Average MOU/ALM)	\$0.0000028	
Transport Termination (Average MOU/Term)	\$0.0002012⊕♣	
Tandem Switching (Average MOU)	\$0.0013141	

Terminating to Originating Ratio	1.00
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Dedicated Transport Facilities

⁴ Requests for new arrangements utilizing a Verizon-owned splitter were discontinued as of December 15, 2000. Any CLEC utilizing a Verizon-owned splitter prior to December 15, 2000, will continue to receive line sharing under this configuration until such time service is discontinued.

⊕ WN U-21, Section 5, Verizon Northwest Inc.

[∞] The cost for the NID only applies when the NID is purchased separately from the loop. The price of a loop also includes the cost of the NID.

♣ Must purchase a port to access Common/Shared Transport.

CLEC Dedicated Transport		
CDT 2 Wire	\$	33.83
CDT 4 Wire	\$	54.99
CDT DS1	\$	116.81
CDT DS3 Optical Interface	\$	1,080.00
CDT DS3 Electrical Interface	\$	471.57

Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$	0.11
IDT DS0 Transport Termination	\$	9.47
IDT DS1 Transport Facility per ALM	\$	1.31
IDT DS1 Transport Termination	\$	21.96
IDT DS3 Transport Facility per ALM	\$	10.35
IDT DS3 Transport Termination	\$	89.61

Multiplexing		
DS1 to Voice Multiplexing	\$	166.09
DS3 to DS1 Multiplexing	\$	378.85
DS1 Clear Channel Capability	\$	10.00

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

UNE-P Pricing

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.

Operator Services and Directory Assistance Services (OS/DA). If ELI does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending ELI's completion of a separate OS/DA agreement.

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, CDT, Multiplexing, and Clear Channel Capability).

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

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Addtl Unit
UNBUNDLED LOOP				
Engineered, Initial Service -- Unbundled Loops	\$ 220.77 [⊕] *	\$ 208.37 [⊕] *	N/A	N/A
Non-Engineered, Initial Service -- Unbundled Loops	\$ 22.07 [⊕] *	\$ 7.33 [⊕] *	N/A	N/A
Central Office Connect, per Loop	NA	NA	\$ 13.61 [⊕]	N/A
Outside Facility Connect—Unbundled Loops, per order	NA	NA	\$ 88.06 [⊕] **	N/A
Engineered, Disconnect Service – Unbundled Loops	\$ 80.19 [⊕]	\$ 80.19 [⊕]	N/A	N/A
Non-Engineered, Disconnect Service -- Unbundled Loops	\$ 5.60 [⊕]	\$ 5.60 [⊕]	N/A	N/A
UNBUNDLED PORT				
Non-Engineered, Initial Service -- Unbundled Ports ⁺⁺	\$ 26.71 [⊕]	\$ 12.04 [⊕]	N/A	N/A
Non-Engineered, Subsequent Service -- Unbundled Ports ⁺⁺	\$ 16.89 [⊕]	\$ 7.60 [⊕]	N/A	N/A
Central Office Connect, per Port	NA	NA	\$13.61 [⊕]	N/A
Non-Engineered, Disconnect Service – Unbundled Ports	\$ 6.56 [⊕]	\$ 6.56 [⊕]	N/A	N/A
UNBUNDLED NID				
Engineered, Initial Service -- Unbundled NIDs ⁺⁺	\$ 23.35 [⊕]	\$ 10.95 [⊕]	N/A	N/A
Non-Engineered, Initial Service, Unbundled NIDs ⁺⁺	\$ 22.44 [⊕]	\$ 10.19 [⊕]	N/A	N/A
Outside Facility Connect -- Unbundled NIDs, per order	NA	NA	\$ 42.96 [⊕] **	N/A
SUB-LOOP				
Exchange - FDI Feeder Interconnection – Initial	\$ 34.13	\$ 25.89	\$ 35.07	\$ 19.89
Exchange - FDI Feeder Interconnection – Subsequent	\$ 22.72	\$ 17.82	\$ 22.62	\$ 10.18
Exchange - FDI Feeder Interconnection – Disconnect	\$ 9.90	\$ 6.98	\$ 27.60	\$ 12.41
Exchange - FDI Distribution Interconnection - Initial	\$ 34.13	\$ 25.89	\$ 49.72	\$ 37.28
Exchange - FDI Distribution Interconnection – Subsequent	\$ 22.72	\$ 17.82	\$ 22.62	\$ 10.18
Exchange - FDI Distribution Interconnection – Disconnect	\$ 9.90	\$ 6.98	\$ 27.60	\$ 12.41
Exchange - Serving Terminal Interconnection - Initial	\$ 34.13	\$ 25.89	\$ 21.69	\$ 13.01
Exchange - Serving Terminal Interconnection - Subsequent	\$ 22.72	\$ 17.82	\$ 17.81	\$ 9.13
Exchange - Serving Terminal Interconnection - Disconnect	\$ 9.90	\$ 6.98	\$ 17.81	\$ 9.13
Inside Wire	BFR	BFR	BFR	BFR

** Per order when outside facility work is required.

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100% Manual	Semi- Mechanized	Initial Unit	Add'l Unit

DARK FIBER

Advanced - Service Inquiry Charge	\$423.60	\$421.99	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 53.01	\$ 51.40	\$ 87.78	\$ 41.63
Advanced - Interoffice Dedicated Transport - Disconnect	\$ 21.56	\$ 21.56	\$ 87.78	\$ 41.63
Advanced - Unbundled Loop - Initial	\$ 53.01	\$ 51.40	\$ 85.74	\$ 40.04
Advanced - Unbundled Loop – Disconnect	\$ 21.56	\$ 21.56	\$ 85.74	\$ 40.04
Advanced - Sub-Loop Feeder - Initial	\$ 53.01	\$ 51.40	\$ 85.74	\$ 40.04
Advanced - Sub-Loop Feeder – Disconnect	\$ 21.56	\$ 21.56	\$ 85.74	\$ 40.04
Advanced - Sub-Loop Distribution - Initial	\$ 53.01	\$ 51.40	\$ 87.92	\$ 38.45
Advanced - Sub-Loop Distribution – Disconnect	\$ 21.56	\$ 21.56	\$ 87.92	\$ 38.45

ENHANCED EXTENDED LINK - Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)

Advanced - Basic (2-wire and 4-wire) – Initial	\$ 62.11	\$ 44.37	\$13.61	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 48.74	\$ 31.00	\$ 13.61	N/A
Advanced - Basic (2-wire and 4-wire) – Disconnect	\$ 37.00	\$ 20.87	TBD	N/A
DS1/DS3 - Initial	\$ 70.41	\$ 52.67	\$13.61	N/A
DS1/DS3 – Subsequent	\$ 48.74	\$ 31.00	\$13.61	N/A
DS1/DS3 – Disconnect	\$ 38.25	\$ 22.12	TBD	N/A
DS1/DS3 Multiplexer	N/A	N/A	\$355.00	N/A
DS1/DS0 Multiplexer	N/A	N/A	\$300.00	

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

Loop Conditioning - Bridged Tap	N/A	N/A	\$ 147.37⊕	\$ N/A
Loop Conditioning - Load Coils	N/A	N/A	\$ 304.12⊕	\$ N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$ 451.49	\$ N/A
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

UNE PLATFORM

Exchange – Basic - Initial	\$ 30.73	\$ 22.49	\$ 28.32	\$ 26.75
Exchange – Basic – Subsequent	\$ 24.01	\$ 19.11	\$ 2.50	\$ 2.50
Exchange – Basic – Changeover	\$ 27.85	\$ 21.74	\$ 11.35	\$ 11.35
Exchange – Basic - Disconnect	\$ 9.11	\$ 6.19	\$ 3.85	\$ 3.85
Exchange - Complex Non-Digital – Initial	\$ 41.47	\$ 28.85	\$192.33	\$172.25
Exchange - Complex Non-Digital – Subsequent (Port Feature)	\$ 24.01	\$ 19.11	\$ 13.35	\$ 13.35
Exchange - Complex Non-Digital – Subsequent (Switch Feature Group)	\$ 28.39	\$ 19.11	\$ 25.11	\$ 25.11

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Provisioning Add'l Unit
Exchange - Complex Non-Digital – Changeover (As Is)	\$ 29.94	\$ 23.83	\$ 4.74	\$ 4.74
Exchange - Complex Non-Digital – Changeover (As Specified)	\$ 37.67	\$ 27.18	\$ 22.08	\$ 4.74
Exchange - Complex Non-Digital – Disconnect	\$ 9.11	\$ 6.19	\$ 56.32	\$ 35.59
Exchange - Complex Digital – Initial	\$ 41.47	\$ 28.85	\$209.73	\$150.96
Exchange - Complex Digital – Subsequent (Port Feature)	\$ 24.01	\$ 19.11	\$ 17.22	\$ 17.22
Exchange - Complex Digital – Subsequent (Switch Feature Group)	\$ 28.39	\$ 19.11	\$ 25.11	\$ 25.11
Exchange - Complex Digital – Changeover (As Is)	\$ 29.94	\$ 23.83	\$ 3.66	\$ 3.66
Exchange - Complex Digital – Changeover (As Specified)	\$ 37.67	\$ 27.18	\$ 59.69	\$ 3.66
Exchange - Complex Digital – Disconnect	\$ 9.11	\$ 6.19	\$134.04	\$113.31
Advanced – Complex – Initial	\$ 52.81	\$ 40.19	\$199.18	\$146.46
Advanced – Complex – Subsequent	\$ 28.39	\$ 19.11	\$ 77.99	\$ 36.05
Advanced – Complex – Changeover (As Is)	\$ 31.65	\$ 25.54	\$ 56.32	\$ 14.38
Advanced – Complex – Changeover (As Specified)	\$ 44.67	\$ 34.18	\$ 98.30	\$ 56.36
Advanced – Complex – Disconnect	\$ 9.11	\$ 6.19	\$134.72	\$ 90.03

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

Advanced - Basic (2-wire and 4-wire)– Initial	\$ 62.11	\$ 44.37	\$326.39	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Advanced - Basic (2-wire and 4-wire) - Disconnect	\$ 37.00	\$ 20.87	\$111.97	N/A
Advanced - Complex (DS1 and above) - Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 48.74	\$ 31.00	\$ 70.48	N/A
Advanced - Complex (DS1 and above) - Disconnect	\$ 38.25	\$ 22.12	\$178.22	N/A

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

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 62.11	\$ 44.37	\$325.05	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Entrance Facility/Dedicated Transport DS0 – Disconnect	\$ 37.00	\$ 20.87	\$ 99.57	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Subsequent	\$ 48.74	\$ 31.00	\$ 70.48	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Disconnect	\$ 38.25	\$ 22.12	\$149.68	
Clear Channel Capability	N/A	N/A	\$90.00	N/A

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$163.84	\$146.10	\$424.06	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 75.20	\$ 57.46	\$248.68	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 75.20	\$ 57.46	\$ 72.80	N/A
Facilities and Trunks – Disconnect	\$ 77.45	\$ 61.32	\$290.68	N/A
Trunks Only – Initial	\$ 86.19	\$ 68.45	\$346.46	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 53.08	\$ 35.34	\$220.01	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 53.08	\$ 35.34	\$ 72.80	N/A
Trunks Only – Disconnect	\$ 43.56	\$ 27.43	\$250.35	N/A
STP Ports (SS7 Links) – Initial	\$163.84	\$146.10	\$298.06	N/A
STP Ports (SS7 Links) – Disconnect	\$ 77.45	\$ 61.32	\$219.51	N/A

COORDINATED CONVERSIONS

Engineered, Initial Service, per order	\$ 16.81⊕	\$ 16.81⊕	N/A	N/A
Non-engineered, Initial Service, per order	\$ 16.81⊕	\$ 16.81⊕	N/A	N/A
Central Office Connect, per order	\$ 10.71⊕	\$ 10.71⊕	N/A	N/A
Outside Facility Connect, per order	\$ 9.59⊕	\$ 9.59⊕	N/A	N/A

**HOT-CUT COORDINATED CONVERSIONS
(Only available for 2-wire analog loops)**

Engineered, Initial Service, per order - Flat	\$ 28.94⊕	\$ 28.94⊕	N/A	N/A
Non-engineered, Initial Service, per order -Flat	\$ 28.94⊕	\$ 28.94⊕	N/A	N/A
Central Office Connect, per order - Flat	\$ 42.83⊕	\$ 42.83⊕	N/A	N/A
Outside Facility Connect, per order - Flat	\$ 38.34⊕	\$ 38.34⊕	N/A	N/A
Engineered, Initial Service, per order – Per Qtr. Hour	\$ 6.07⊕	\$ 6.07⊕	N/A	N/A
Non-engineered, Initial Service, per order – Per Qtr. Hour	\$ 6.07⊕	\$ 6.07⊕	N/A	N/A
Central Office Connect, per order - Per Qtr. Hour	\$ 10.71⊕	\$ 10.71⊕	N/A	N/A
Outside Facility Connect, per order - Per Qtr. Hour	\$ 9.59⊕	\$ 9.59⊕	N/A	N/A

CUSTOMIZED ROUTING

BFR BFR BFR BFR

EXPEDITES

Engineered, Initial Service or Subsequent Service	\$ 35.12⊕	\$ 35.12⊕	N/A	N/A
Non-engineered, Initial Service or Subsequent Service	\$ 12.23⊕	\$ 12.23⊕	N/A	N/A
NACC – Dedicated Transport / SS7 / Dark Fiber	\$ 56.37	\$ 56.37	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 6.97⊕	\$ 6.97⊕	N/A	N/A
CLEC Account Establishment (per CLEC)	\$255.82⊕	\$255.82⊕	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection – Initial ⁺⁺	\$ 21.21⊕	\$ 14.46⊕	\$ 35.24⊕	\$ 30.04⊕
CLEC Splitter Connection – Subsequent ⁺⁺	\$ 12.16⊕	\$ 8.75⊕	\$ 17.53⊕	\$ 15.80⊕
CLEC Splitter Disconnect ⁺⁺	\$ 9.90⊕	\$ 6.98⊕	\$ 31.30⊕	\$ 26.11⊕

+CLEC-Owned Splitter in Virtual Collocation Space

Bay Mounted Splitter Installation, Each - \$475.69⊕

LINE SHARING – VERIZON OWNED SPLITTER[±]

CLEC Splitter Connection – Initial ⁺⁺	\$ 21.21⊕	\$ 14.46⊕	\$ 34.56⊕	\$ 29.36⊕
CLEC Splitter Connection – Subsequent ⁺⁺	\$ 12.16⊕	\$ 8.75⊕	\$ 17.53⊕	\$ 15.80⊕
CLEC Splitter Disconnect [*]	\$ 9.90⊕	\$ 6.98⊕	\$ 30.96⊕	\$ 25.76⊕

OPERATIONAL SUPPORT SYSTEMS (OSS) CHARGES^{*}

OSS Transition Charge, per Local Service Request (LSR)	\$ 3.27⊕	\$ 3.27⊕		
OSS Transaction Charge, per Local Service Request (LSR)	\$ 3.76⊕	\$ 3.76⊕		

NATIONAL OPEN MARKET CENTER (NOMC) CHARGE

NOMC Shared/fixed Charge, per Local Service Request (LSR)	\$ 4.92⊕	\$ 4.92⊕		
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[±] Requests for new arrangements utilizing a Verizon-owned splitter were discontinued as of December 15, 2000. Any CLEC utilizing a Verizon-owned splitter prior to December 15, 2000, will continue to receive line sharing under this configuration until such time service is discontinued.

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that ELI orders any service from the Terms.

Customer Record Search applies when ELI 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.

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

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

Coordinated Conversion applies if ELI requests notification and coordination of service cutover prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ELI requests real-time coordination of a service cutover 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.

IV. Rates and Charges for 911

See State 911 Tariff.

V. Collocation Rates

See WA Local Network Access Services Tariff, WN-U-20

AMENDMENT NO. 1
to the
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
between
VERIZON NORTHWEST INC.
and
ELECTRIC LIGHTWAVE, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 15th day of November 2002 (the "Effective Date"), by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with its principal place of business at 1800 41st, Everett, WA 98201, and Electric Lightwave, Inc. ("ELI"), a Delaware corporation with its principal place of business at 4400 NE 77th Avenue, Vancouver, WA 98662. (Verizon and ELI may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Washington (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 12, 2002 (the "Adoption Letter"), ELI adopted in the state of Washington, the voluntarily negotiated terms of the interconnection agreement between XO Washington Inc. ("XO") and Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon Washington") that was approved by the Washington Utilities & Transportation Commission as an effective agreement in the State of Washington (the "Terms").

WHEREAS, ELI notified Verizon that it desired to amend the Terms as set forth herein; and

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

1. Combination Terms. The Parties agree that the Terms shall be amended by the addition of the Combination Attachment and Pricing Appendix to the Combination Attachment attached hereto as Appendix A, which terms shall govern the provisions of Combination services between the parties.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1


of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

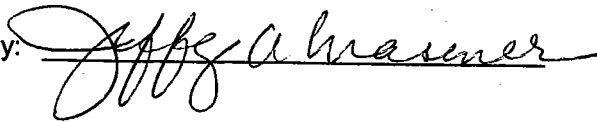
SIGNATURE PAGE

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

ELECTRIC LIGHTWAVE, INC.

VERIZON NORTHWEST INC.

By: 

By: 

Printed: Daniel McCarthy

Jeffrey A. Masoner
Vice President – Interconnection Services Policy &
Planning

Title: President & COO

COMBINATION ATTACHMENT

1. General

- 1.1 Verizon shall provide to ELI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to ELI only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to ELI to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; and (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.
- 1.3 ELI may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to ELI. Without limiting the foregoing, ELI may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to ELI in order to allow ELI to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
- 1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to ELI a UNE or Combination that is not offered under this Agreement to ELI as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.
- 1.4.2 Verizon shall not be obligated to provide to ELI, and ELI shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to ELI, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to ELI. If Verizon terminates its provision of a UNE or a Combination to ELI pursuant to this Section 1.5 and ELI elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with ELI to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of ELI; and, (b) ELI shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to ELI on an unbundled basis or in combination with other Network Elements.
- 1.7 If as the result of ELI Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the ELI Customer premises, ELI will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

2. Combinations

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to ELI, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

PRICING APPENDIX TO THE COMBINATION ATTACHMENT

UNE-P Pricing

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.

Operator Services and Directory Assistance Services (OS/DA). If ELI does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending ELI's completion of a separate OS/DA agreement.

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, CDT, Multiplexing, and Clear Channel Capability).

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

NON-RECURRING CHARGES

ENHANCED EXTENDED LINK - Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)

Advanced - Basic (2-wire and 4-wire) – Initial	\$ 62.11	\$ 44.37	\$13.61	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 48.74	\$ 31.00	\$ 13.61	N/A
Advanced - Basic (2-wire and 4-wire) – Disconnect	\$ 37.00	\$ 20.87	TBD	N/A
DS1/DS3 - Initial	\$ 70.41	\$ 52.67	\$13.61	N/A
DS1/DS3 – Subsequent	\$ 48.74	\$ 31.00	\$13.61	N/A
DS1/DS3 – Disconnect	\$ 38.25	\$ 22.12	TBD	N/A
DS1/DS3 Multiplexer	N/A	N/A	\$355.00	N/A
DS1/DS0 Multiplexer	N/A	N/A	\$300.00	

UNE PLATFORM

Exchange – Basic - Initial	\$ 30.73	\$ 22.49	\$ 28.32	\$ 26.75
Exchange – Basic – Subsequent	\$ 24.01	\$ 19.11	\$ 2.50	\$ 2.50
Exchange – Basic – Changeover	\$ 27.85	\$ 21.74	\$ 11.35	\$ 11.35
Exchange – Basic - Disconnect	\$ 9.11	\$ 6.19	\$ 3.85	\$ 3.85
Exchange - Complex Non-Digital – Initial	\$ 41.47	\$ 28.85	\$192.33	\$172.25
Exchange - Complex Non-Digital – Subsequent (Port Feature)	\$ 24.01	\$ 19.11	\$ 13.35	\$ 13.35
Exchange - Complex Non-Digital – Subsequent (Switch Feature Group)	\$ 28.39	\$ 19.11	\$ 25.11	\$ 25.11

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

Advanced - Basic (2-wire and 4-wire)– Initial	\$ 62.11	\$ 44.37	\$326.39	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Advanced - Basic (2-wire and 4-wire) - Disconnect	\$ 37.00	\$ 20.87	\$111.97	N/A
Advanced - Complex (DS1 and above) - Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 48.74	\$ 31.00	\$ 70.48	N/A
Advanced - Complex (DS1 and above) - Disconnect	\$ 38.25	\$ 22.12	\$178.22	N/A

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

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 62.11	\$ 44.37	\$325.05	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Entrance Facility/Dedicated Transport DS0 – Disconnect	\$ 37.00	\$ 20.87	\$ 99.57	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Subsequent	\$ 48.74	\$ 31.00	\$ 70.48	N/A
Entrance Facility/Dedicated Transport DS1/DS3 – Disconnect	\$ 38.25	\$ 22.12	\$149.68	
Clear Channel Capability	N/A	N/A	\$90.00	N/A

COORDINATED CONVERSIONS

Engineered, Initial Service, per order	\$ 16.81⊕	\$ 16.81⊕	N/A	N/A
Non-engineered, Initial Service, per order	\$ 16.81⊕	\$ 16.81⊕	N/A	N/A
Central Office Connect, per order	\$ 10.71⊕	\$ 10.71⊕	N/A	N/A
Outside Facility Connect, per order	\$ 9.59⊕	\$ 9.59⊕	N/A	N/A

HOT-CUT COORDINATED CONVERSIONS
 (Only available for 2-wire analog loops)

Engineered, Initial Service, per order - Flat	\$ 28.94⊕	\$ 28.94⊕	N/A	N/A
Non-engineered, Initial Service, per order -Flat	\$ 28.94⊕	\$ 28.94⊕	N/A	N/A
Central Office Connect, per order - Flat	\$ 42.83⊕	\$ 42.83⊕	N/A	N/A
Outside Facility Connect, per order - Flat	\$ 38.34⊕	\$ 38.34⊕	N/A	N/A
Engineered, Initial Service, per order – Per Qtr. Hour	\$ 6.07⊕	\$ 6.07⊕	N/A	N/A
Non-engineered, Initial Service, per order – Per Qtr. Hour	\$ 6.07⊕	\$ 6.07⊕	N/A	N/A
Central Office Connect, per order - Per Qtr. Hour	\$ 10.71⊕	\$ 10.71⊕	N/A	N/A
Outside Facility Connect, per order - Per Qtr. Hour	\$ 9.59⊕	\$ 9.59⊕	N/A	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that ELI orders any service from the Verizon Washington Terms.

Customer Record Search applies when ELI 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.

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

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

Coordinated Conversion applies if ELI requests notification and coordination of service cutover prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ELI requests real-time coordination of a service cutover 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.