

UT-093055  
OM-#112109  
NO ACTION  
**verizon**

Public Affairs, Policy & Communications

1800 41<sup>st</sup> Street  
WA0105RA  
Everett, WA 98201

October 1, 2009

Washington Utilities and  
Transportation Commission  
Chandler Plaza Building  
1300 S. Evergreen Park Drive SW  
Olympia, WA 98504

**Subject: INTERCONNECTION AGREEMENT BETWEEN VERIZON  
NORTHWEST INC. and NET TALK.COM**

To Whom It May Concern:

Enclosed for filing is an interconnection agreement between Verizon Northwest Inc. and NET TALK.COM Inc., consisting of a letter with attachments, by which NET TALK.COM adopts the Verizon Northwest – Ymax Communications Corp. agreement approved by the Commission in Docket No. UT-063046.

The enclosed agreement does not discriminate against non-party carriers, is consistent with state and federal law, and is in the public interest. Verizon Northwest requests that the Commission approve this agreement expeditiously.

Please call me at 425-261-6380 if there are questions about this filing.

Very truly yours,



Lin Fogg - Manager  
Public Affairs, Policy and Communications

Enclosures

RECEIVED  
REGISTRATION MANAGEMENT  
2009 OCT -2 AM 10:00  
STATE OF WASH.  
UTIL. AND TRAFF.  
COMM. DIVISION

**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

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 Washington Utilities & Transportation Commission (the "Commission") as an effective agreement in the State of Washington, 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.

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 Washington, and that its adoption of the Terms will cover services in the State of Washington only.
- E. In the event an interconnection agreement between Verizon and Nettalk 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.
- F. 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 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. Nettalk's adoption of the Terms shall become effective on July 24, 2009. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Nettalk as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Nettalk's adoption of the Terms.
2. As the Terms are being adopted by Nettalk 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 Nettalk'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 Nettalk's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to Nettalk are greater than the costs of providing them to Ymax;
    - B. if the provision of the Terms to Nettalk is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to Nettalk 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 Inter-carrier 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 Nettetalk 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 Nettetalk 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 Nettetalk's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Nettetalk resulting from Nettetalk'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).

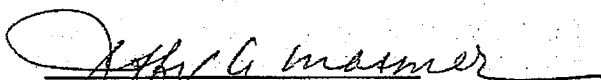
<sup>4</sup> *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

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

Sincerely,

VERIZON NORTHWEST INC.



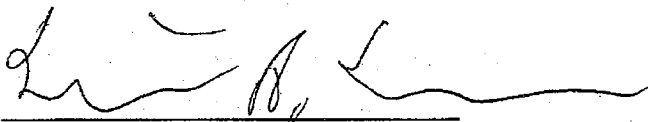
Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

DATE

7/17/09

Reviewed and countersigned as to Paragraph 1:

NET TALK.COM, INC.



Kenneth Hosfeld  
EVP

DATE

JULY 09, 2009

Attachment

**APPENDIX A<sup>1</sup>**  
**(WASHINGTON)**  
**v1.17**

**I. Rates and Charges for Transport and Termination of Traffic<sup>2</sup>**

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic – Meet Point A - End Office Rate: **\$0.000858<sup>⊕</sup>**  
**per minute of use.**

Reciprocal Compensation Traffic – Meet Point B - Tandem Rate: **\$0.002832<sup>⊕</sup>**  
**per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0048324 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, 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.

<sup>⊕</sup> UNE rates and charges set forth in this Appendix that are marked with a (⊕) are pursuant to WUTC Docket No. UT-023005. These UNE rates became effective on December 1, 2005.

## 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%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Local Services – Semi-Mechanized Ordering

##### Service Order Charges<sup>++</sup>

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 <sup>++++</sup>	\$102.34+
Changeover As Is, Non-Engineered, Initial Order <sup>++++</sup>	\$ 2.61+
Changeover As Specified, Non-Engineered, Initial Order <sup>++++</sup>	\$ 60.89+

##### Service Connection Charges

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

#### Local Services – Manual Ordering

##### Service Order Charges<sup>++</sup>

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 <sup>++++</sup>	\$112.03+
Changeover As Is, Non-Engineered, Initial Order <sup>++++</sup>	\$ 12.29+
Changeover As Specified, Non-Engineered, Initial Order <sup>++++</sup>	\$ 70.57+

##### Service Connection Charges

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

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

<sup>++</sup> 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.

<sup>+++</sup> Per order when outside facility work is required.

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

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



Local Services – Disconnect	
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> <sup>•</sup>	
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> <sup>•</sup>	
NOMC Shared/Fixed Cost Recovery, per Local Service Request	\$ 4.40+

\*\*\*\*\* Applicable to electronic and manual orders.

<sup>•</sup> 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 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:

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 Nettetalk. 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 Nettetalk. 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 Nettetalk'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 Nettetalk requests service prior to the standard due date intervals.

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 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<sup>3</sup>

#### Monthly Recurring Charges

##### Local Loop

##### 2 Wire Analog & Digital Loop (inclusive of NID)

Zone 1	\$	13.14 <sup>⊕</sup>
Zone 2	\$	24.86 <sup>⊕</sup>
Zone 3	\$	50.02 <sup>⊕</sup>
Zone 4	\$	112.83 <sup>⊕</sup>
Zone 5	\$	267.26 <sup>⊕</sup>

##### 4 Wire Analog Loop (inclusive of NID)

Zone 1	\$	42.85 <sup>Ω</sup>
Zone 2	\$	64.85 <sup>Ω</sup>
Zone 3	\$	110.67 <sup>Ω</sup>
Zone 4	\$	250.63 <sup>Ω</sup>
Zone 5	\$	634.35 <sup>Ω</sup>

##### 2 Wire Digital – ISDN-BRI Loop (inclusive of NID)

Zone 1	\$	23.25 <sup>⊕</sup>
Zone 2	\$	42.44 <sup>⊕</sup>
Zone 3	\$	87.45 <sup>⊕</sup>
Zone 4	\$	228.49 <sup>⊕</sup>
Zone 5	\$	699.61 <sup>⊕</sup>

##### 4 Wire Digital Loop (56-64KD) (inclusive of NID)

Zone 1	\$	47.90 <sup>⊕</sup>
Zone 2	\$	69.90 <sup>⊕</sup>
Zone 3	\$	115.71 <sup>⊕</sup>
Zone 4	\$	255.68 <sup>⊕</sup>
Zone 5	\$	639.39 <sup>⊕</sup>

##### 2 Wire Customer Specified Signaling (inclusive of NID)

Zone 1	\$	17.30 <sup>⊕</sup>
Zone 2	\$	28.30 <sup>⊕</sup>
Zone 3	\$	51.21 <sup>⊕</sup>
Zone 4	\$	121.19 <sup>⊕</sup>
Zone 5	\$	313.05 <sup>⊕</sup>

<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 Nettek 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, 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>⊕</sup> UNE rates and charges set forth in this Appendix that are marked with a (⊕) are pursuant to WUTC Docket No. UT-023005. These UNE rates became effective on December 1, 2005.

<sup>Ω</sup> Rates are per WUTC UT-023003 Verizon NW Revised Compliance Filing. These UNE rates became effective on April 27, 2006.

<b>*4 Wire Customer Specified Signaling &amp; HDSL (inclusive of NID) *</b>		
Zone 1	\$	42.85⊕
Zone 2	\$	64.85⊕
Zone 3	\$	110.67⊕
Zone 4	\$	250.63⊕
Zone 5	\$	634.35⊕
<b>DS-1 Loop</b>		
Zone 1	\$	102.16⊕
Zone 2	\$	139.56⊕
Zone 3	\$	239.35⊕
Zone 4	\$	339.26⊕
Zone 5	\$	239.93⊕
<b>DS-3 Loop – Statewide Average</b>	\$	749.84⊕
<b>Supplemental Features</b>		
ISDN-BRI Line Loop Extender	\$	14.95⊕
DS1 Clear Channel Capability	\$	10.00

### Line Splitting

#### Unique Collocation Splitter Arrangement Rate Elements

CLEC Owned Splitter in Virtual Collocation Space		
Splitter Equipment Maintenance, Per Shelf	\$	22.47*

#### Individual Line Rate Elements

CLEC Owned Splitter in Virtual Collocation Space		
Line Splitting Loop Charge	\$	4.00*
CLEC Owned Splitter in CLEC Collocation Space		
Line Splitting Loop Charge	\$	4.00*

### Sub-Loop

#### 2-Wire Distribution

Zone 1	\$	7.90⊕
Zone 2	\$	14.71⊕
Zone 3	\$	25.09⊕
Zone 4	\$	45.06
Zone 5	\$	70.66⊕

#### 4-Wire Distribution

Zone 1	\$	16.39⊕
Zone 2	\$	27.38⊕
Zone 3	\$	42.48⊕
Zone 4	\$	82.36⊕
Zone 5	\$	125.51⊕

2-Wire Drop		
Zone 1	\$	1.38⊕
Zone 2	\$	2.57⊕
Zone 3	\$	3.45⊕
Zone 4	\$	4.53⊕
Zone 5	\$	6.60⊕
4-Wire Drop		
Zone 1	\$	2.77⊕
Zone 2	\$	5.14⊕
Zone 3	\$	6.89⊕
Zone 4	\$	9.05⊕
Zone 5	\$	13.21⊕
Inside Wire	BFR	
<b>Network Interface Device (per NID) (leased separately)<sup>∞</sup></b>		
NID to NID Connection - 2-Wire	\$	0.81⊕
NID to NID Connection - 4-Wire	\$	1.61⊕
Standalone NID - DS1	\$	0.88⊕
<b>Intra-Building House &amp; Riser Cable (per pair)</b>		
Building Access	\$	0.47⊕
Floor Access	\$	0.47⊕

<sup>∞</sup> 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.

### Dedicated Transport Facilities

Interoffice Dedicated Transport:		
IDT DS0 Transport Facility per ALM	\$	0.13⊕
IDT DS0 Transport Termination	\$	15.86⊕
IDT DS1 Transport Facility per ALM	\$	3.13⊕
IDT DS1 Transport Termination	\$	19.70⊕
IDT DS3 Transport Facility per ALM	\$	16.80⊕
IDT DS3 Transport Termination	\$	118.34⊕
Multiplexing (Dedicated Transport):		
DS1 to Voice Multiplexing	\$	315.89⊕
DS3 to DS1 Multiplexing	\$	651.14⊕
DS1 Clear Channel Capability	\$	10.00

### Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop	\$	44.57*
Unbundled Dark Fiber Dedicated Transport - Verizon CO to Verizon CO		
Dark Fiber IOF – Serving Wire Ctr Charge/pair/SWC	\$	7.05⊕
Dark Fiber I-OF Interoffice Mileage/per pair/mile	\$	120.06⊕
Intermediate Office Cross Connect	\$	14.09⊕

### EEL IOF Testing

2-Wire Analog Test Charge	\$	0.03⊕
2-Wire Digital Test Charge	\$	0.03⊕
4-Wire Analog Test Charge	\$	0.07⊕
DS1 (1.544 mbps) Test Charge	\$	0.08⊕
Digital 4-Wire (56 or 64 kbps) Test Charge	\$	0.07⊕
Voice Grade – Fixed one end only	\$	15.86⊕
Voice Grade – Per mile	\$	0.13⊕
2-Wire ISDN – Fixed one end only	\$	15.16⊕
2-Wire ISDN – Per mile	\$	0.39⊕

### Daily Usage File (DUF)

Daily Usage File – Per Record Recorded	\$	0.000734⊕
Daily Usage File – Per Record Transmitted	\$	0.000710⊕

## **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, and Clear Channel Capability).

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

**Line Splitting (also referred to as "Loop Sharing")<sup>4 5</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 (where available), Engineering Work Order (where available), 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>4</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>5</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

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
<b>UNBUNDLED LOOP</b>				
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	N/A	N/A	\$ 13.61*	N/A
Outside Facility Connect—Unbundled Loops, per order	N/A	N/A	\$ 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
Advanced -- Basic-Changeover (As Is)	\$ 53.77*	\$ 19.90*	\$ 26.54**	N/A
DSO -- Changeover (As Is)	\$ 53.77*	\$ 19.90*	\$ 26.54*	N/A
DS1/DS3 -- Changeover (As Is)	\$ 56.80*	\$ 22.93*	\$ 26.54*	N/A
<b>UNBUNDLED NID</b>				
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	N/A	N/A	\$ 42.96**	N/A
<b>UNBUNDLED Intra-Building House &amp; Riser Cable</b>				
Engineered, Initial Service**	\$ 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	N/A	N/A	\$ 42.96**	N/A

\* Rates are as set forth in Verizon's WN U-21, Section 5, Verizon Northwest Inc. Tariff, as amended from time to time

• 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.

\*\* 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.

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

Exchange - FDI Distribution Interconnection - Initial	\$ 33.46*	\$ 14.47*	\$ 49.72*	\$ 37.28*
Exchange - FDI Distribution Interconnection - Subsequent	\$ 26.13*	\$ 7.14*	\$ 22.62*	\$ 10.18*
Exchange - FDI Distribution Interconnection - Disconnect	\$ 23.71*	\$ 7.53*	\$ 23.65*	\$ 11.21*
Exchange - Serving Terminal Interconnection - Initial	\$ 33.46*	\$ 14.47*	\$ 21.69*	\$ 13.01*
Exchange - Serving Terminal Interconnection - Subsequent	\$ 26.13*	\$ 7.14*	\$ 17.81*	\$ 9.13*
Exchange - Serving Terminal Interconnection - Disconnect	\$ 23.71*	\$ 7.53*	\$ 17.81*	\$ 9.13*
Inside Wire	BFR	BFR	BFR	BFR

**DARK FIBER**

Advanced - Service Inquiry Charge	\$415.12*	\$413.51*	N/A*	N/A*
Advanced - Interoffice Dedicated Transport - Initial	\$ 18.26*	\$ 16.65*	\$ 87.78*	N/A*
Advanced - Interoffice Dedicated Transport - Disconnect	\$ 7.61*	\$ 7.61*	\$ 87.78*	N/A*
Advanced - Unbundled Loop - Initial	\$ 18.26*	\$ 16.65*	\$ 85.75*	N/A*
Advanced - Unbundled Loop - Disconnect	\$ 7.61*	\$ 7.61*	\$ 85.75*	N/A*
Expedited Handling Charge	\$ 33.72	\$ 33.72		
Dark Fiber Record Review (with reservations)	\$156.82			
Intermediate Office Cross Connect	\$ 52.76			
Dark Fiber Optional Engineering Services - Time and Material Charges				

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

Advanced - Basic (2-wire and 4-wire) - Initial (all rate zones)	\$ 33.01*	\$ 15.27*	\$284.28*	N/A*
Advanced - Basic (2-wire and 4-wire) - Subsequent (all rate zones)	\$ 28.72*	\$ 10.98*	\$ 39.95*	N/A*
Advanced - Basic (2-wire and 4-wire) - Changeover (As Is) (all rate zones)	\$ 53.77*	\$ 19.90*	\$ 26.54*	N/A*
Advanced - Basic (2-wire and 4-wire) - Disconnect (all rate zones)	\$ 23.90*	\$ 7.77*	\$137.19*	N/A*
DS1/DS3 - Initial	\$ 35.65*	\$ 17.91*	\$351.03*	N/A*
DS1/DS3 - Subsequent	\$ 28.72*	\$ 10.98*	\$ 60.64*	N/A*
DS1/DS3 - Changeover (As Is)	\$ 56.80*	\$ 22.93*	\$ 26.54*	N/A*
DS1/DS3 - Disconnect	\$ 24.30*	\$ 8.17*	\$139.23*	N/A*
DSO, Initial	\$ 33.01*	\$ 15.27*	\$360.32*	N/A*
DSO, Subsequent	\$ 28.72*	\$ 10.98*	\$ 27.55*	N/A*
DSO, Changeover (As Is)	\$ 53.77*	\$ 19.90*	\$ 26.54*	N/A*
DSO, Disconnect	\$ 23.90*	\$ 7.77*	\$124.97*	N/A*
DS1/DS3 Multiplexer	N/A	N/A	\$159.22*	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
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**LOOP CONDITIONING**  
(No charge for load coil removal and/or removal of portion of bridged tap length in excess of 2500 ft for loops 12,000 feet or less)

Exchange - Bridged Tap Removal – One Occurrence	N/A	N/A	\$194.38♣	N/A♣
Exchange – Bridged Tap Removal – Multiple Occurrences	N/A♣	N/A♣	\$391.68♣	N/A♣
Exchange - Load Coils Removal Only	N/A	N/A	\$391.68♣	N/A♣
Exchange - Bridged Tap (One) and Load Coil Removal	N/A	N/A	\$506.77♣	N/A♣
Exchange - Bridged Tap (Multiple) and Load Coil Removal	N/A	N/A	\$704.08♣	N/A♣

<b>LINE AND STATION TRANSFER<sup>6</sup></b>	N/A	N/A	\$147.75	N/A
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**SUB-LOOP CONDITIONING**

Sub-Loop - Distribution - Bridged Tap Removal – One Occurrence	N/A	N/A	\$194.38	N/A
Sub-Loop - Distribution - Bridged Tap Removal – Multiple Occurrences	N/A	N/A	\$391.68	N/A
Sub-Loop - Distribution - Load Coil Removal Only	N/A	N/A	\$391.68	N/A
Sub-Loop Distribution – Bridged Tap (One) and Load Coil Removal	N/A	N/A	\$506.77	N/A
Sub-Loop Distribution – Bridged Tap (Multiple) and Load Coil Removal	N/A	N/A	\$704.08	N/A

<sup>6</sup> A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
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**INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire)- Initial	\$ 33.01*	\$ 15.27*	\$326.39*	N/A*
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 28.72*	\$ 10.98*	\$ 54.34*	N/A*
Advanced - Basic (2-wire and 4-wire) - Disconnect	\$ 23.90*	\$ 7.77*	\$111.97*	N/A*
Advanced - Complex (DS1 and above) - Initial	\$ 35.65*	\$ 17.91*	\$406.59*	N/A*
Advanced - Complex (DS1 and above) - Subsequent	\$ 28.72*	\$ 10.98*	\$ 70.48*	N/A*
Advanced - Complex (DS1 and above) - Disconnect	\$ 24.30*	\$ 8.17*	\$178.22*	N/A*
DS3 to DS1 Multiplexing	N/A*	N/A*	\$159.22*	N/A*
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

**EXPEDITES**

NACC - Dedicated Transport / SS7 / Dark Fiber	\$ 56.37*	\$ 56.37*	N/A	N/A
Advanced Products, Initial Service or Subsequent Service	\$ 33.72*	\$ 33.72*	N/A	N/A
Exchange Products, Initial Service or Subsequent Service	\$ 3.36*	\$ 3.36*	N/A	N/A

**OTHER**

Customer Record Search (per account)	\$ 4.21*	\$ 4.21*	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32*	\$166.32*	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mechanized</b>	<b>Provisioning Initial Unit</b>	<b>Add'l Unit</b>
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<b>Unique Collocation Splitter Arrangements</b>				
CLEC-Owned Splitter in Virtual Collocation Space Bay Mounted Splitter Installation, per shelf -	N/A	N/A	\$475.69*	N/A

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) CHARGES</b>				
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OSS Transition Charge, per Local Service Request (LSR) /Access Service Request (ASR)	\$ 3.27*	\$ 3.27*		
OSS Transaction Charge, per Local Service Request (LSR) /Access Service Request (ASR)	\$ 3.76*	\$ 3.76*		

<b>NATIONAL OPEN MARKET CENTER (NOMC) CHARGE</b>				
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NOMC Shared/fixed Charge, per Local Service Request (LSR)	\$ 4.40*	\$ 4.40*		
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\* 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

### 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.

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

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

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

Hot Coordinated Conversion First Hour applies if Nettek 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 Access Tariff.

**V. Collocation Rates**

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