

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of Frontier Communications)	
Northwest Inc.'s Petition to be Regulated)	Docket No. UT-121994
as a Competitive Telecommunications)	
Company Pursuant to RCW 80.26.320)	

EXHIBIT DD-2

**TO TESTIMONY OF DOUGLAS DENNEY
ON BEHALF OF INTEGRA
IN SUPPORT OF SETTLEMENT OF CLEC ISSUES BETWEEN
FRONTIER COMMUNICATIONS NORTHWEST INC.
AND
CBEYOND COMMUNICATIONS LLC,
INTEGRA TELECOM OF WASHINGTON, INC.,
TW TELECOM OF WASHINGTON, LLC,
LEVEL 3 COMMUNICATIONS, LLC, AND
CHARTER FIBERLINK WA-CCVII, LLC**

APRIL 25, 2013

Interconnection, Resale and Unbundling Agreement
between Integra Telecom of Washington, Inc. and Frontier Northwest

Section	ICA Language:
Article 1	The services and facilities to be provided to Covad by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Where this Agreement provides that the rates, terms and conditions applicable to certain services and facilities are governed by tariff, then the modification of such tariff terms will automatically be applicable to such services and facilities.
Article II Section 1.6	Meet-Point Billing (MPB) - refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.
Article III Section 2.2	Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all Competitive Local Exchange Carriers (CLECs); or (d) any rights under Section 252(j) of the Act.
Article III Section 7.2	Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
Article IV Section 1	General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to Covad for resale and UNEs provided by GTE to Covad, when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "Covad" as defined in this Agreement.
Article IV Section 2.1	Inapplicability of Tariff Liability. GTE's general liability, as described in the GTE Retail Tariff, does not extend to Covad's customers or any other third party...

Section	ICA Language:
Article IV Section 4	... If Covad fails to provide such notification or any of Covad's end users fail to select a new provider of services within the applicable time period, GTE may provide local exchange services to Covad's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to Covad's end user, but will be assessed to Covad.
Article V Section 3.2.1	3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.
Article V Section 4.1.1 (b)	(b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
Article V Section 4.1.1 (c)	(c) A special access and/or CLEC Dedicated Transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.
Article V Section 4.1.2	Virtual and physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article IX, Section 1.3.
Article V Section 4.2.1	Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Covad will charge flat rated transport to GTE for Covad facilities used by GTE at tariffed rates or as mutually agreed. Covad will apply charges based on the lesser of; (i) the airline mileage from the IP to the Covad switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
Article V Section 4.2.2	Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. Covad will charge GTE flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Covad will apply charges based on the lesser of (i) the airline mileage from the IP to the Covad switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary

Section	ICA Language:
Article V Section 4.2.3	Special Access and/or CLEC Dedicated Transport : GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.
Article V Section 8.1.5	Covad and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
Article V Section 8.2.1	Initially, billing to Access Service customers for the Switched Access Services jointly provided by Covad and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.
Article V Section 8.2.2	Subsequently, Covad and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Covad and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple-tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.
Article VI Section 2.3.1	Covad may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Covad shall not aggregate end user lines and/or traffic in order to qualify for volume discount.
Article VI Section 2.4	Resale to Other Carriers. Services available for resale may not be used by Covad to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers
Article VI Section 3.4	Nonrecurring Charges. Covad shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges
Article VI Section 5.4	Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.

Section	ICA Language:
Article VII Section 2.2	Prices. Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.
Article VII Section 4.3	Conditioned Analog Loops. Covad may request that analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioned loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff or, when applicable, in accordance with a BFR.
Article VII Section 4.8.2	GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and Covad.
Article VII Section 4.8.3	Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and Covad. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
Article VII Section 11.4	When GTE agrees to provide customized routing to Covad, Covad will be required to establish Dedicated Transport in order to route OS/DA traffic to the designated platform. If unbundled Dedicated Transport is used to route OS/DA traffic to the designated platform, Covad must purchase a Trunk Side port and establish a collocation arrangement in accordance with Section 2.3 of this Article. The rates for these UNEs will be billed in accordance with Appendix D. If the Dedicated Transport used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or Trunk Side port is required.
Article VIII Section 4.6	Liability. GTE will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.
Article VIII Section 10	Busy Line Verification and Busy Line Verification Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.
Appendix C SERVICES AVAILABLE FOR RESALE	Non-Recurring Charges (NRCs) for Resale Services...Outside Facility Connection Charge* \$ 68.30 * Per Tariff: This charge will apply when field work is required for establishment of new resale service. The terms, conditions and rates that apply for this work are described in GTE's retail local service tariffs.

Section	ICA Language:
Appendix E RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS Section I.	The following services are offered by GTE for purchase by **CLEC for UNEs or Interconnection, where an individual item is not superseded by a tariffed offering.
Appendix E RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS Section I (E.)	E. 9-1-1 Interoffice Trunk Tariff This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.
Appendix E RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS Section I (F.)	F. ALI Database Tariff This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.
Appendix E RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS Section I (F.)	G. Selective Router Database per Record Charge Tariff Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.
Appendix E RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS Section II	II. The following services are offered by GTE when **CLEC resells GTE's local exchange services, where an item is not superseded by a tariffed offering:
Appendix F Section 1.2.6	The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with Covad on a real time interface to process vanity numbers while Covad's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service representatives will work with Covad representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
Appendix G Article 4 Rates and Charges Section 4.3	Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Appendix. If the Service becomes tariffed, Covad has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.

Section	ICA Language:
Appendix G Exhibit A RATES AND CHARGES for Interconnection	<ol style="list-style-type: none"> 1. SP Port Termination for an "A" Link See Tariffed Rates Per Port 2. SP Port Termination for a "B" Link See Tariffed Rates Per Port 3. 56 Kbps Digital Facility See Tariffed Rates Dedicated Switched Access Transport Per Airline Mile 4. 56 Kbps Dedicated Switched Access Line See Tariffed Rates 5. 1.544 Mbps (DS1) High Capacity Digital Facility See Tariffed Rates Dedicated Switched Access Transport Per Airline Mile 6. 1.544 Mbps (DS1) Dedicated Switched See Tariffed Rates Access Line 7. Facility Charge for "B" Links (where applicable) See Tariffed Rates 8. ISUP Charge per Interconnection (where applicable) See Tariffed Rates
Appendix H Section 11.2	Attachment fees shall be billed in advance and become due and payable on the date a PAR is approved by GTE for all GTE poles identified in that PAR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) calendar days of the receipt of a statement from GTE specifying the fees to be paid. If any undisputed amount due on the billing statement is not received by GTE on the payment due date, GTE may charge, and Licensee agrees to pay, at GTE's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
Appendix H Section 12.2	Occupancy Fees shall be billed in advance and become due and payable on the date a COR is approved by GTE for all GTE Innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) calendar days of the receipt of a statement from GTE specifying the fees to be paid. If any undisputed amount due on the billing statement is not received by GTE on the payment due date, GTE may charge, and Licensee agrees to pay, at GTE's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

Section	ICA Language:
AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND INTEGRA TELECOM SUPPLEMENTING ADOPTED TERMS UNE Attachment Section 1.	1. General. This UNE Attachment (Attachment), sets forth the terms and conditions under which GTE will provide UNEs and combinations of UNEs (Combinations) to Integra pursuant to this Agreement. Unless otherwise specified in this Attachment, the ordering, provisioning, billing and maintenance of UNE offerings will be governed by the GTE Guide found on GTE's wise website (http://www.gte.com/wise). GTE will provide UNE offerings pursuant to this Attachment only to the extent they are Currently Available in GTE's network and on a first come, first serve basis. GTE will not construct new facilities to offer any UNE or Combinations. Integra shall not order services from GTE's resale, retail, or special access tariffs to circumvent or bypass, directly or indirectly, this no construction restriction. For example, except as otherwise expressly permitted pursuant to Applicable Law, Integra shall not convert services ordered out of such tariffs to UNEs or Combinations.
AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND INTEGRA TELECOM SUPPLEMENTING ADOPTED TERMS UNE Attachment Section 2.14	2.14 OS/DA. ... If the dedicated transport UNE used to route OS/DA traffic to the designated platform is ordered out of the applicable access tariff, no collocation arrangement or trunk side port is required.
AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND INTEGRA TELECOM SUPPLEMENTING ADOPTED TERMS UNE Attachment Section 2.16.2.1	2.16.2.1 Option No. 1: Splitter Located in the Collocation Arrangement of Integra. ...For any such Central Office Switch in which Integra chooses to install its own splitter, GTE agrees to install any additional tie cables required by Integra, in accordance with, and subject to, the terms and conditions set forth in the Collocation Attachment and/or applicable GTE tariffs.
AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND INTEGRA TELECOM SUPPLEMENTING ADOPTED TERMS UNE Attachment Section 4.1.13	4.1.3 Line Sharing GTE shall complete the installation and provisioning of any tie cable ordered by Integra in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs. GTE shall also process all Integra applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms and conditions of collocation set forth in the Collocation Attachment and/or applicable GTE tariffs.

Section	ICA Language:
AGREEMENT BETWEEN GTE NORTHWEST INCORPORATED AND INTEGRA TELECOM SUPPLEMENTING ADOPTED TERMS UNE Attachment Section 4.1.13	4.5.4 Subloops. To gain access to a Feeder Subloop UNE, Integra must be collocated (subject to the terms and conditions of the Collocation Attachment and/or applicable GTE tariff) within the GTE Central Office Switch where the Feeder Subloop UNE is being requested. Integra must also be collocated at either a DLC or GTE cross-connect box where the Feeder Subloop UNE terminates.
Supplemental Agreement ATTACHMENT 1 FIBER OPTIC CROSS CONNECT COLLOCATION ADDITIONAL TERMS AND CONDITIONS	The rates, terms and conditions of this Supplemental Agreement shall apply only to the extent that there are no corresponding rates, terms and conditions in an applicable Collocation Tariff. Subsequent to the execution of this Supplemental Agreement, Verizon also may elect to file a Collocation Tariff with provisions addressing any of the rates, terms and conditions specified in this Supplemental Agreement. Any such filing will expressly supersede and replace the corresponding rate, term or condition specified in this Supplemental Agreement, and will render such rate, term or condition specified in this Supplemental Agreement null and void.
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 2.4	2.4 Discontinued Elements. Subject to the transition requirements associated with the TRRO as set forth in Sections 3.4,3.5, and 3.7 below, Verizon may, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Element, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased providing a particular Discontinued Element to Integra, Verizon, provided it has given at least ninety (90) days written notice of discontinuance of such Discontinued Element, will continue to provide such Discontinued Element under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, has provided Integra with any required notices of discontinuance of certain Discontinued Elements, and that Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon tariff, or otherwise, may, at any time and without further notice to Integra, cease providing any such Discontinued Elements.

Section	ICA Language:
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 2.4.1	<p>Where Verizon is permitted to cease providing a Discontinued Element pursuant to Section 2.4 above and Integra has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Element and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Element, then Verizon, to the extent it has not already done so prior to execution of this Amendment, may elect to: (a) convert the subject Discontinued Element to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Integra is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Integra would be entitled to a different rate), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Integra, or (b) in lieu of such a conversion, reprice the subject Discontinued Element by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless Integra is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which Integra would be entitled to a different rate), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Integra; provided, however, that Verizon may disconnect the subject Discontinued Element (or the replacement service to which the Discontinued Element has been converted) if Integra fails to pay when due any applicable new rate or surcharge billed by Verizon.</p>
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.6.2.2	<p>3.6.2.2 If a dispute pursuant to section 3.6.2.1 above is resolved in Verizon's favor, then Integra shall compensate Verizon for the additional charges that would apply if Integra had ordered the subject facility or service on a month-to-month term under Verizon's special access tariff (except as provided in section 3.6.2.2.1 below as to dark fiber).</p>

Section	ICA Language:
<p>AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.6.2.2.1</p>	<p>3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that Integra shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon determines to be analogous to the subject Dark Fiber Transport and, unless otherwise required by an effective order of the Commission that is not stayed by a court of competent jurisdiction or agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor; provided however that in any case where Integra, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility and provides Verizon with information (including, but not limited to, circuit identification number(s)) in writing to enable Verizon to identify the Dark Fiber Transport Facility that the "lit" service is intended to replace, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only until fifteen (15) days after the date on which Verizon activates the "lit" service and notifies Integra that it is available for Integra's use.</p>
<p>AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.9.1</p>	<p>3.9.1 If Integra wished to replace Integra's embedded base, if any, of Discontinued Elements that are subject to the transition periods set forth in this Section 3 with alternative services that were available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement under a Verizon access tariff, or resale), Integra must have ordered such alternative services to become effective no later than March 10, 2006 (or, in the case of dark fiber, by September 10, 2006).</p>
<p>AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.9.3</p>	<p>3.9.3 Except as provided for in a Verizon tariff or as otherwise agreed by the Parties (including, but not limited to, in the Agreement), Verizon shall not charge Integra any fees for records-only changes (i.e., changes that do not require Verizon to perform any physical installation, disconnection, or similar activities) that are necessary to convert circuits that are already in service, or any fees for disconnection of a Discontinued Element other than the disconnection charge set forth in the Pricing Attachment to this Amendment.</p>

Section	ICA Language:
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.10 A.3	3.10A.3 In order to facilitate Integra's engaging in Line Splitting pursuant to this section, Integra may order for use in a Line Splitting arrangement those UNEs, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Integra by Verizon under other provisions of the Amended Agreement. Such UNEs, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Integra in accordance with, and subject to, the rates and charges and other provisions of the Amended Agreement and Verizon's applicable tariffs.
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.11.1.1	Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to the Federal Unbundling Rules, with Wholesale Services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of Integra, perform the functions necessary to commingle or combine UNEs with Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement will apply to the UNEs.
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.11.1.2	Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable tariff, and are therefore not eligible for adjustment of charges under such provisions.

Section	ICA Language:
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.11.2.2	Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Elements, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and Integra has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) so as to be equivalent to an analogous access service (Le., month-to-month rate provided under an applicable access tariff, unless Integra is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which CLEC would be entitled to a different rate) or other analogous arrangement that Verizon shall identify in a written notice to Integra.
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 3.11.2.4	Charges for records-only changes (i.e., changes that do not require Verizon to perform any physical installation, disconnection, or similar activities) that are necessary for conversions shall be limited to any order processing charges authorized by the Commission and charges included in wholesale and interconnection tariffs.
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 4.5	Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or Applicable Law.

Section	ICA Language:
AMENDMENT NO.5 to the INTERCONNECTI ON AGREEMENT between VERIZON NORTHWEST INC. and INTEGRA TELECOM OF WASHINGTON INC. TRO Amendment Section 4.7	4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
Pricing Attachment to the TRO Amendment Section 1.2	Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). The Charges stated in Exhibit A of this Pricing Attachment shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
Pricing Attachment to the TRO Amendment Section 1.3	If Section 1.2 does not provide for a Charge(s) for a Service and the Commission or the FCC approves or has approved or otherwise allows or has allowed a Charge(s) to go into effect (including, but not limited to, pursuant to a tariff that has been filed with the Commission or the FCC) (an "Established Charge(s)"), then the Established Charge(s) shall be the Charge(s) for Services provided under the Amendment Agreement as if set forth in Exhibit A hereto, provided such Established Charge(s) are not subject to a stay issued by any court of competent jurisdiction. Established Charges shall be effective automatically without further amendment of the Amended Agreement. Established Charges shall not be retroactive absent a Commission or FCC decision to the contrary.
Pricing Attachment to the TRO Amendment Exhibit A	Disconnection Charges Per Verizon WUTC Tariff WN-U21
Pricing Attachment to the TRO Amendment Exhibit A	Other charges shall apply as provided for in Section 1 of the Pricing Attachment to this Amendment, including, but not limited to, charges set forth in Verizon WUTC Tariff WN-U21

Section	ICA Language:
Pricing Attachment to the TRO Amendment Exhibit A	<ul style="list-style-type: none"> Washington State approved rates per approved tariff WN U-21, Section 5.
Amendment No.6 2- Wire HDSL-Compatible Loop Attachment Section 1.1	<p>Verizon shall provide to Integra, in accordance with the Terms, Amendment No.6, this 2-Wire HDSL-Compatible Loop Attachment and the Pricing Attachment to the 2-Wire HDSL-Compatible Loop Attachment (including, but not limited to, Verizon's applicable Tariffs), if any, and the requirements of the Federal Unbundling Rules, access to Verizon's 2-Wire HDSL-Compatible Loops on an unbundled basis; provided, however, that notwithstanding any other provision of the Terms, Amendment No.6, this 2-Wire HDSL-Compatible Loop Attachment and the Pricing Attachment to the 2-Wire HDSL Compatible Loop Attachment, Verizon shall be obligated to provide unbundled 2-Wire HDSL-Compatible Loops to Integra only to the extent required by the Federal Unbundling Rules and may decline to provide 2-Wire HDSL-Compatible Loops to Integra to the extent that provision of such 2-Wire HDSL-Compatible Loops is not required by the Federal Unbundling Rules.</p>
Amendment No.6 2- Wire HDSL-Compatible Loop Attachment Section 1.4.1	<p>To the extent Verizon is required by a change in the Federal Unbundling Rules to provide to Integra Loops that are not offered under the Terms, Amendment No.6, this 2-Wire HDSL-Compatible Loop Attachment and the Pricing Attachment to the 2-Wire HDSL-Compatible Loop Attachment to Integra as of the Amendment Effective Date, the terms, conditions and prices for such Loop (including, but not limited to, the terms and conditions defining the Loop and stating when and where the Loop 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, if any, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.</p>
Amendment No.6 2- Wire HDSL-Compatible Loop Attachment Section 1.7	<p>If as the result of Integra Customer actions (i.e., Customer Not Ready ("CNR", Verizon cannot complete requested work activity when a technician has been dispatched to the Integra Customer premises, Integra will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Customer Not Ready Charge provided for in the Pricing Attachment or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge or Loop Service Connection Charge (with premises visit) as provided in Verizon's applicable retail or wholesale tariff or in the Pricing Attachment.</p>
Amendment No.6 2- Wire HDSL-Compatible Loop Attachment Section 2.9	<p>Loop Demarcation Point The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this 2-Wire HDSL-Compatible Loop Attachment, Verizon's applicable Tariffs, if any, or as otherwise prescribed under the Federal Unbundling Rules.</p>

Section	ICA Language:
Amendment No.6 2- Wire HDSL- Compatible Loop Attachment Section 2.10	Tariff Any applicable Federal or state tariff of Verizon, as amended from time-to-time.
Amendment No.6 2- Wire HDSL- Compatible Loop Attachment Pricing Section 1.4	The Charges stated in Appendix A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.