

**BEFORE THE  
UTILITIES AND TRANSPORTATION COMMISSION OF  
THE STATE OF WASHINGTON**

Petition of Verizon Northwest Inc. for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Washington Pursuant to Section 252 of the Communications Act of 1934, as Amended, and the *Triennial Review Order*

Docket No. UT-\_\_\_\_\_

**PETITION FOR ARBITRATION OF VERIZON NORTHWEST INC.**

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**I. Introduction**

1. In this petition, Verizon Northwest Inc. (“Verizon”) respectfully requests that the Washington Utilities and Transportation Commission (“Commission”) initiate a consolidated arbitration proceeding to amend the interconnection agreements between Verizon and each of the competitive local exchange carriers (“CLECs”) and, to the extent that their current interconnection agreements provide for access to unbundled network elements (“UNEs”), each of the Commercial Mobile Radio Service (“CMRS”) providers in Washington.<sup>1</sup> The amendment that Verizon proposes implements the changes in incumbents’ network unbundling obligations promulgated in the Federal

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<sup>1</sup> A list of these CLECs and CMRS providers is attached hereto as Exhibit 1. This petition refers to these CLECs and CMRS providers, collectively, as CLECs. By filing this petition, Verizon seeks to amend only those agreements that require Verizon to provide UNEs. Out of an abundance of caution, and without waiving any rights with respect to whether a particular agreement requires Verizon to provide UNEs, Verizon has included in Exhibit 1 some carriers with agreements that contain terms referring to, but not necessarily requiring Verizon to provide, UNEs. Verizon is willing to discuss with individual carriers whether they should be removed from Exhibit 1 in light of the terms contained in their individual agreements. Verizon reserves the right to revise Exhibit 1 to remove any carriers with agreements that Verizon may determine do not require an amendment.

Communications Commission's ("FCC") *Triennial Review Order*. This petition is filed pursuant to the transition process the FCC established in that order. As explained below, Verizon's draft amendment, which is attached hereto as Exhibit 2, tracks the FCC's binding determinations and should be approved.

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## II. Background

3. On August 21, 2003, the FCC released its *Triennial Review Order*.<sup>2</sup> In that order, the FCC promulgated rules governing the scope of incumbents' obligations to provide competitors access to UNEs. These rules replace the rules that the Court of Appeals for the District of Columbia Circuit had vacated in *USTA v. FCC*.<sup>3</sup> See *Triennial Review Order*, 18 FCC Rcd at 17406, ¶ 705. Among other things, the new rules establish binding *limitations* on incumbents' obligation to make UNEs available — limitations that

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<sup>2</sup> Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003) ("*Triennial Review Order*" or "TRO"), *petitions for mandamus and review pending, United States Telecom Ass'n v. FCC*, Nos. 00-1012, 00-1015, 03-1310 *et al.* (D.C. Cir.).

<sup>3</sup> 290 F.3d 415 (D.C. Cir. 2002), *cert. denied*, 538 U.S. 940 (2003).

are critical to achieving the pro-competitive goals of the federal Act. However, in certain respects — in particular with regard to the combinations of unbundled loops and transport known as “EELs” — the new rules are generally more generous to CLECs than the rules they replace.

4. The FCC also set forth the procedures for incumbents and CLECs to follow in implementing those new rules. The *Triennial Review Order* provides that incumbents and CLECs must use § 252(b) as the “timetable for modification” of agreements.<sup>4</sup> *Triennial Review Order*, 18 FCC Rcd at 17405-06, ¶¶ 703-704. For purposes of the negotiation and arbitration timetable set forth in that section, “negotiations [are] deemed to commence upon the effective date of th[e] Order,” which was October 2, 2003. *Id.* at 17405-06, ¶¶ 703-704 & n.2086. Negotiations between Verizon and each of the CLECs in Washington in fact commenced on that date, because on October 2, 2003, Verizon sent a letter to each CLEC initiating such negotiations and

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<sup>4</sup> Many, if not all, of Verizon’s interconnection agreements with CLECs permit Verizon to cease providing services, including access to UNEs, once applicable law no longer requires Verizon to provide such services. Some of those agreements require Verizon to provide a specified amount of advance notice of the discontinuance, such as 30 days. In an October 2, 2003 notice, which Verizon sent to all CLECs in Washington, Verizon provided CLECs with such notice of its intent to discontinue providing access to the UNEs listed therein. *See* Exh. 3. Verizon has since undertaken cooperative efforts with CLECs to provide wholesale services as a substitute for UNEs that Verizon is no longer required to provide on an unbundled basis. By filing this petition, Verizon does not waive any rights it may have under the terms of existing interconnection agreements to cease providing access to these UNEs. With respect to those agreements, Verizon proposes the draft amendment attached to this petition not to establish, in the first instance, its right to cease providing access to such UNEs, but to carry that right forward in an amendment that also implements changes with respect to other UNEs to which Verizon must continue to provide access. Verizon also notes that, to the extent any existing agreement contains change-of-law provisions that are triggered by “legally binding intervening law or final and unappealable [judicial] orders,” the FCC has held that its Order triggered such provisions, regardless of whether there are pending appeals of that Order. *Triennial Review Order*, 18 FCC Rcd at 17406, ¶ 705 (internal quotation marks omitted).

proposed a draft amendment to implement the rules promulgated in the FCC's Order.

See Exh. 3.<sup>5</sup>

5. Since Verizon sent its October 2, 2003 notice, some CLECs have signed Verizon's draft amendment, without substantive changes. Of the remaining CLECs in Washington, virtually none provided a timely response to Verizon's October 2, 2003 notice and draft amendment. In fact, Verizon (and its affiliates that provide local exchange service in other jurisdictions) received the majority of the substantive responses to the draft amendment within the past two to four weeks — that is, more than three, and in some cases four, months after Verizon made the draft amendment available to CLECs. Notably, some of these responses constitute a virtual wholesale rejection (and rewrite) of the amendment. Given the general untimeliness of the CLECs' responses — as well as, in many cases, the unreasonable nature of the counterproposals — the parties thus far have not reached agreement on many (and, in most cases, any) of the substantive issues. Verizon will continue to work with CLECs in good faith in an attempt to resolve as many issues as possible without the need for the Commission's intervention.

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<sup>5</sup> The draft amendment that Verizon proposes here differs in minor respects from the version referenced in its October 2, 2003 letter. Other than grammatical and typographical corrections and minor clarifications, the main substantive change is the inclusion of a new § 3.8.3, which responds to the Fifth Circuit's November 21, 2003 decision in *Coserv Ltd. Liability Corp. v. Southwestern Bell Tel. Co.*, 350 F.3d 482 (5th Cir. 2003), in which that court held that issues that are not related to "duties required of an ILEC by § 251(b) and (c)" are not "subject to compulsory arbitration under § 252(b)(1)," unless "parties have voluntarily included [such issues] in negotiations," *id.* at 487. Consistent with that decision, § 3.8.3 provides that negotiations between Verizon and a CLEC regarding the terms on which Verizon will provide a service, facility, or arrangement, as a substitute for one that Verizon no longer has the obligation to provide under § 251(b) or (c), will not occur as part of the § 252 arbitration process under the 1996 Act. In addition, the October 2, 2003 draft of the TRO Attachment, which was not specific to any jurisdiction, included provisions regarding the subloop UNE that Verizon has determined do not apply in Washington and that have been deleted from the draft amendment attached to this petition.

6. Verizon is filing this petition pursuant to the arbitration window (February 14, 2004 to March 11, 2004) established by 47 U.S.C. § 252(b)(1) and the FCC's *Triennial Review Order*. See 18 FCC Rcd at 17405, ¶ 703. As in any arbitration conducted under § 252, and as the *Triennial Review Order* provides, a ruling is required by the Commission on Verizon's petition within nine months of October 2, 2003, *i.e.*, by July 2, 2004. *Id.* (citing 47 U.S.C. § 252(b)(4)).

7. At least one company with which Verizon has an interconnection agreement in Washington, Qwest, has proposed that the parties agree to defer the negotiation time frames called for in the *Triennial Review Order* by 90 days. Verizon is amenable to doing so, but has received no comparable requests from other competitors. Verizon therefore files this petition in accordance with the time frames set forth in the *Triennial Review Order*.

8. Verizon recognizes that, on January 28, 2004, the D.C. Circuit heard oral argument in a case in which both incumbents and CLECs challenged various portions of the *Triennial Review Order*. In addition, there are petitions for reconsideration of that order, filed by various parties, pending before the FCC. It is likely that, before the conclusion of this arbitration, a decision will be issued in one or both of these proceedings — or in some other proceeding — that will modify the legal requirements established in the *Triennial Review Order*. In that event, Verizon will modify its draft amendment accordingly. However, because the *Triennial Review Order* establishes a specific procedure for amending existing agreements — with an arbitration window that opened on February 14 and that may close before any such decision is issued — Verizon is filing this petition now, based on current federal law.



9. Verizon further recognizes that WAC 480-07-630 calls for the petitioning party to summarize each party's position on each of the unresolved issues identified in this petition. As discussed above, however, the large majority of competitors in Washington have not responded to Verizon's proposed amendments. Verizon is thus unable to state the position of the other parties to this proceeding.

### **III. Discussion**

10. As a general matter, the current interconnection agreements between Verizon and CLECs in Washington describe in detail the terms and conditions governing competitors' access to particular UNEs. Verizon's draft amendment to those agreements would clarify the scope of Verizon's obligation to provide access to UNEs (and CLECs' rights to obtain such access) in a manner consistent with the rules promulgated in, and the terms of, the FCC's *Triennial Review Order*. The amendment would thus ensure that all of the interconnection agreements in Washington are brought into conformity with present law. The amendment also would do so in an efficient manner, by avoiding the need to distinguish among interconnection agreements based on, for example, different section numbering or defined terms already in those agreements. *See, e.g.*, 47 U.S.C. § 252(g) (permitting state commissions to "consolidate proceedings" under § 252, "[w]here not inconsistent with the requirements of the Act," to "reduce administrative burdens on telecommunications carriers . . . and the State commission"). Thus, the amendment will bring the agreements into conformity with present law in a manner that does not waste the parties' (or the Commission's) resources on needless technical drafting efforts.

11. In this section, Verizon discusses the FCC's rules, element by element, and describes the language that Verizon has proposed to implement the FCC's directives.

These changes are not limited to those that cut back on Verizon’s obligations. In those cases where the FCC’s new rules work to Verizon’s disadvantage, Verizon has included language to ensure that the agreements are consistent with federal law. In sum, Verizon’s amendment would ensure that existing agreements are comprehensively modified to bring them into accordance with the requirements of federal law — just as the FCC has mandated.<sup>6</sup>

12. In addition, Verizon notes that, to the extent that CLECs continue to rely on UNEs for which Verizon’s legal unbundling obligation has been removed, they may purchase Verizon’s commercial, non-UNE (*i.e.*, non-§ 251) offerings for many of the wholesale services they may wish to use to provide service to retail end-users. The terms of those offerings are outside the scope of this proceeding.

**A. Amendment Terms and Conditions**

13. Verizon’s amendment provides that existing interconnection agreements should be modified as set forth in the “TRO Attachment,” which contains the specific provisions implementing the FCC’s rulings in the *Triennial Review Order*, and the “Pricing Attachment,” which contains prices for elements or services that Verizon is required to provide for the first time under the terms of the *Triennial Review Order*. See Amendment §§ 1-2, 5. The amendment also acknowledges that certain provisions of the FCC’s *Triennial Review Order* are currently subject to an appeal before the D.C. Circuit. See *id.* § 6. In the event that the D.C. Circuit or the Supreme Court stays any provisions of the *Triennial Review Order*, any terms and conditions in the TRO Attachment or the

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<sup>6</sup> The amendment should also apply to any interconnection agreements that ultimately result from arbitration proceedings that may currently be pending before the Commission, to ensure that such agreements also conform to the legal requirements promulgated in the *Triennial Review Order*.

Pricing Attachment that relate to the stayed provisions shall be suspended, and have no force or effect, until such stay is lifted. *See id.* In the event that either court reverses any provisions of the *Triennial Review Order*, any terms and conditions in the TRO Attachment or the Pricing Attachment that relate to the reversed provisions shall be voidable at the election of either party to the amended agreement. *See id.*

**B. General Conditions (TRO Attachment § 1)**

14. Verizon’s amendment begins with a section describing generally the conditions under which CLECs have a right to obtain access to UNEs. The amendment provides that Verizon will provide CLECs with access to UNEs, including UNEs commingled with wholesale services, to the extent required by federal law, *see* TRO Attachment § 1.1, and only for those purposes contemplated by federal law, *see id.* § 1.2. If Verizon is ever required to offer additional UNEs or commingling arrangements under federal law, the prices will be those established in Verizon’s tariffs or those reached through negotiation with individual CLECs. *See id.* § 1.3. Verizon also reserves the right to argue at some future date that a particular UNE mentioned in either the interconnection agreement or the amendment is no longer subject to unbundling at all. *See id.* § 1.4.

**C. Glossary (TRO Attachment § 2)**

15. Verizon’s amendment contains a Glossary defining the terms used therein. The Glossary reflects the FCC’s definitions of terms in the *Triennial Review Order*. For example, in the *Triennial Review Order*, the FCC defined the “dedicated transport” UNE to include *only* “those transmission facilities within an incumbent LEC’s transport network, that is, the transmission facilities between incumbent LEC switches.” 18 FCC Rcd at 17203-04, ¶ 366. Accordingly, Verizon’s Glossary limits “dark fiber transport”

and “dedicated transport” to those facilities between Verizon’s switches or wire centers. TRO Attachment §§ 2.2, 2.3. To take another example, the FCC defined “fiber-to-the-home” (“FTTH”) loop as a “local loop consisting entirely of fiber optic cable (and the attached electronics), whether lit or dark fiber, that connects a customer’s premises with a wire center (i.e., from the demarcation point at the customer’s premises to the central office).” *Triennial Review Order*, 18 FCC Rcd at 17142, ¶ 273 n.802. Likewise, Verizon’s Glossary defines “FTTH loop” as “[a] Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user’s serving wire center and the demarcation point at the end user’s customer premises.” TRO Attachment § 2.10.

**D. Loops (TRO Attachment § 3.1; see generally *Triennial Review Order* ¶¶ 197-342)**

16. In the *UNE Remand Order*,<sup>7</sup> which the D.C. Circuit vacated in *USTA*, the FCC held that loops, as a general matter, had to be unbundled:

We conclude that LECs must provide access to unbundled loops, including high-capacity loops, nationwide. We find that requesting carriers are impaired without access to loops, and that loops include high-capacity lines, dark fiber, line conditioning, and certain inside wire.

*UNE Remand Order*, 15 FCC Rcd at 3772, ¶ 165.

17. In the *Triennial Review Order*, the FCC again found that copper, voice-grade (*i.e.*, DS0) loops must be unbundled and that the narrowband capabilities of incumbents’ loops, whether copper, overbuilt fiber, or hybrid copper-fiber generally must be unbundled. 18 FCC Rcd at 17103, ¶¶ 198-199. At the same time, however, the FCC

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<sup>7</sup> Third Report and Order and Fourth Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 3696, 3772, ¶ 165 (1999) (“*UNE Remand Order*”) (subsequent history omitted).

found that incumbents are not required to unbundle the broadband capabilities of those loops — including the packet switching functionality used to provide broadband service over those loops — because CLECs are not impaired without access to those broadband capabilities and because imposition of such obligations would discourage investment in advanced telecommunications capabilities by ILECs and CLECs. *Id.* at 17103-04, ¶ 200. The FCC’s rules for loops also differ based on the capacity of the loop: thus, it eliminated unbundling for the highest capacity “OCn” loops and established tests for eliminating unbundling as to other high capacity loops (DS1, DS3, and dark fiber). *Id.* at 1704-05, ¶¶ 201-202.

18. As described below, Verizon has proposed modifications to the interconnection agreements to implement these changes in Verizon’s obligation to provide access to unbundled loops.

**1. High-Capacity Loops (TRO Attachment § 3.1.1; see generally *Triennial Review Order* ¶¶ 298-342)**

19. In the *Triennial Review Order*, the FCC found that OCn-level loops need not be unbundled, because the record demonstrated that, nationwide, CLECs are not impaired without access to such loops. 18 FCC Rcd at 17168, ¶ 315. As to DS3 loops, the FCC made a nationwide finding of impairment, *see id.* at 17170-71, ¶ 320, but also held that this finding can be rebutted, in state commission proceedings, as to specific routes where competition exists or where the state commission finds that there is no impairment because competition is possible, *see id.* at 17171, 17179, ¶¶ 321, 335. The FCC also limited the unbundling requirement to a “total of two DS3s per requesting carrier to any single customer location,” *id.* at 17172, ¶ 324. With respect to DS1 loops, the FCC found impairment nationwide, *see id.* at 17173-74, ¶ 325, but permitted state

commissions to find that there exist wholesale alternatives to UNEs that alleviate impairment, *id.* at 17175, ¶ 327. The FCC also found that CLECs are impaired without access to dark fiber loops, *id.* at 17164, ¶ 311, but again allowed state commissions to find that CLECs are not impaired based on self-deployment in any given market, *id.* at 17167, ¶ 314.

20. Pursuant to Verizon’s draft amendment, CLECs could obtain unbundled access to DS1 and DS3 loops to the extent required by federal law. TRO Attachment §§ 3.1.1.1, 3.1.1.2. A CLEC, however, may obtain only two unbundled DS3 loops (or their equivalent) to any single end-user location. *See id.* § 3.1.1.2.1. Verizon’s obligation to provide unbundled DS1 and DS3 loops to an end-user location will terminate if the Commission finds, pursuant to the procedures specified by the FCC, that there is no impairment on the route to that location. *See id.* § 3.1.1.3. Verizon’s proposed language implements the FCC’s new rules, and therefore should be adopted.

**2. Fiber-to-the-Home (“FTTH”) Loops (TRO Attachment § 3.1.2; see generally *Triennial Review Order* ¶¶ 273-284)**

21. In the *Triennial Review Order*, the FCC held that “for those loops consisting of fiber from the central office to the customer premises, i.e., FTTH loops, we find no impairment on a national basis.” 18 FCC Rcd at 17110, ¶ 211. As to “fiber loop overbuild situations” — that is, “where the incumbent LEC elects to retire existing copper loops” when it deploys fiber-to-the-home — the FCC found that the incumbent LEC must “offer unbundled access to those fiber loops . . . for narrowband services only.” *Id.* at 17142, ¶ 273.

22. Verizon’s proposed terms are consistent with the rules limiting CLECs’ access to FTTH loops. They provide that CLECs may not obtain unbundled access to a

FTTH loop “where Verizon has deployed such a Loop to an end user’s customer premises that previously was not served by any Verizon Loop.” TRO Attachment § 3.1.2.1. Additionally, where Verizon has replaced a copper loop with FTTH and there are no other available copper or hybrid loops, Verizon will provide “nondiscriminatory access on an unbundled basis to a transmission path from Verizon’s serving wire center to the demarcation point at the end user’s customer premises capable of voice grade service.” *Id.* § 3.1.2.2. Verizon’s proposed language implements the FCC’s new rules, and therefore should be adopted.

**3. Hybrid Loops (TRO Attachment § 3.1.3; see generally Triennial Review Order ¶¶ 285-297)**

23. In constructing modern loop systems, carriers often install “feeder plant” made of fiber. This fiber feeder carries traffic from the carrier’s central office to a centralized location called a “remote terminal.” From the remote terminal, traffic then travels over “distribution plant” (typically made of copper) to and from the actual customers. *Triennial Review Order*, 18 FCC Rcd at 17112, ¶ 216. The result is a “hybrid loop,” i.e., those “local loops consisting of both copper and fiber optic cable (and associated electronics, such as DLC systems).” *Id.* at 17149, ¶ 288 n.832.

24. In the *Triennial Review Order*, the FCC “decline[d] to require incumbent LECs to unbundle the next-generation network, packetized capabilities of their hybrid loops to enable requesting carriers to provide broadband services to the mass market.” *Id.* ¶ 288. Nor do ILECs have to provide “unbundled access to any electronics or other equipment used to transmit packetized information over hybrid loops, such as the xDSL-capable line cards installed in DLC systems or equipment used to provide passive optical networking (PON) capabilities to the mass market.” *Id.* The FCC limited ILECs’

unbundling obligations to the “features, functions, and capabilities of hybrid loops that are *not* used to transmit packetized information.” *Id.* ¶ 289 (emphasis added). Under the new rules, CLECs can gain access to unbundled hybrid loops for the purpose of providing narrowband (*i.e.*, traditional voice and fax) service to customers. *Id.* at 17153-54, ¶ 296.

25. The FCC also found that CLECs have a right to “obtain unbundled access to hybrid loops capable of providing DS1 and DS3 service to customers” based on time-division-multiplexing (“TDM”) technology. *Id.* at 17152, ¶ 294.<sup>8</sup> As the FCC explained, these high-capacity, “TDM-based services” are “generally provided to enterprise customers rather than mass market customers” and do not utilize packet switching, but instead have “high-capacity capabilities provided over the circuit switched networks of incumbent LECs.” *Id.*

26. With respect to packet switching, whether used in conjunction with hybrid loops or otherwise, the FCC found, “on a national basis, that competitors are not impaired without access to packet switching, including routers and DSLAMs,” and accordingly “decline[d] to unbundle packet switching as a stand-alone network element.” *Id.* at 17321, ¶ 537 (footnotes omitted).

27. To implement the FCC’s new rules, Verizon has proposed language providing that CLECs will no longer be able to obtain unbundled access to the packet switching capability of any hybrid loop. *See* TRO Attachment § 3.1.3.1. CLECs will, however, be able to obtain unbundled access to the TDM functions of hybrid loops, *see*

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<sup>8</sup> TDM, or time-division multiplexing, allows a carrier to “combine multiple transmission paths onto a single cable.” *Id.* at 17114, ¶ 220. “TDM provides a transmission path by dividing a circuit into time slots and providing a dedicated time slot to an end user for the duration of the call.” *Id.*



*id.* § 3.1.3.2, and will be able to access hybrid loops for the purpose of providing narrowband services, *see id.* § 3.1.3.3. CLECs will not be able to access the fiber feeder portion of a hybrid loop on a stand-alone basis. *See id.* § 3.1.3.4. Verizon’s contractual language implements the FCC’s new rules, and therefore should be adopted.

**4. IDLC Hybrid Loops (TRO Attachment § 3.1.4; *see generally Triennial Review Order* ¶ 297)**

28. Carriers use digital line carrier (“DLC”) systems to aggregate the many copper subloops that are connected to a remote terminal location. At the remote terminal, a carrier multiplexes (*i.e.*, aggregates) such signals onto a fiber or copper feeder loop facility and transports the multiplexed signal to its central office. These DLC systems may be integrated directly into the carrier’s switch (*i.e.*, Integrated DLC systems or “IDLC”) or not (*i.e.*, Universal DLC systems or “UDLC”). As the FCC has explained, “Universal DLC systems consist of a ‘central office terminal’ and a ‘remote terminal,’ *i.e.*, a DLC system in the carrier’s central office terminal mirrors the deployment at the remote terminal. By contrast, an Integrated DLC system does not require the use of a central office terminal because the DLC system is integrated into the carrier’s switch (thus, the naming convention).” *Triennial Review Order*, 18 FCC Rcd at 17113, ¶ 217 n.667 (citation omitted).

29. In those cases where the ILEC is required to unbundle a loop for an end-user customer who is currently served over IDLC architecture, the FCC held that this should be done “either through a spare copper facility or through the availability of Universal DLC systems,” but that, “if neither of these options is available, incumbent LECs must present requesting carriers a technically feasible method of unbundled access.” *Id.* at 17154, ¶ 297.

30. Accordingly, Verizon’s proposed language provides that, where a CLEC seeks an unbundled loop to serve a customer who currently receives service through IDLC, the CLEC can gain access to voice-grade service, *see* TRO Attachment § 3.1.4, through either a copper loop or a UDLC facility, *see id.* § 3.1.4.1. If neither a copper loop nor a UDLC facility is available, Verizon will construct one at the CLEC’s request and expense. *See id.* § 3.1.4.2. Verizon’s proposed language implements the FCC’s new rules, and therefore should be adopted.

**5. Line Sharing (TRO Attachment § 3.2; *see generally* Triennial Review Order ¶¶ 255-263)**

31. In the *Line Sharing Order*, the FCC directed incumbent LECs to provide requesting carriers unbundled access to the high-frequency portion of the local loop (“HFPL”).<sup>9</sup> This rule was vacated in *United States Telcom Ass’n v. FCC*, 290 F.3d 415, 429 (D.C. Cir. 2002), *cert. denied*, 538 U.S. 940 (2003).

32. In the *Triennial Review Order*, the FCC determined that CLECs are not impaired without unbundled access to the high-frequency portion of the loop and eliminated ILECs’ obligation to provide access to line-sharing as a UNE. *Triennial Review Order*, 18 FCC Rcd at 17132-33, ¶ 255. The FCC also established a federal rule governing treatment of existing line-sharing arrangements and a transitional rule governing CLECs’ right to establish new line-sharing arrangements. *Id.* at 17137-39, ¶¶ 264-265. Even as to those on-going obligations, the FCC reaffirmed that CLECs may obtain unbundled access to the HFPL only where “the incumbent LEC is providing, and

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<sup>9</sup> Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 14 FCC Rcd 20912 (1999) (“*Line Sharing Order*”).

continues to provide, analog circuit-switched voiceband services on the particular loop.”  
*Id.* at 17140, ¶ 269.

33. As the FCC required, Verizon’s proposed language contains a grandfathering period for existing line-sharing arrangements, *see* TRO Attachment § 3.2.1.2, and recognizes Verizon’s obligation to offer new line-sharing arrangements pursuant to the FCC-established three-year transitional period, under a separate, non-§ 251 wholesale arrangement, *see id.* § 3.2.1.1. Otherwise, Verizon will have no obligation to provide line-sharing arrangements. *See id.* § 3.2.1.1. Verizon’s language should therefore be adopted by the Commission.

**E. Subloops (TRO Attachment § 3.3; *see generally* Triennial Review Order ¶¶ 253-254, 343-358)**

34. In the *UNE Remand Order*, the FCC determined that CLECs would be impaired without access to the incumbent LECs’ subloops. *UNE Remand Order*, 15 FCC Rcd at 3789, ¶ 205. The FCC also required incumbents to unbundle the network interface device (“NID”), which it defined to encompass any means of interconnection of the ILEC’s distribution plant to customer premises wiring. Thus the FCC’s rules required that ILECs permit a competitor to connect its own loop facilities to customer premises wiring through the ILEC’s NID. *UNE Remand Order*, 15 FCC Rcd at 3802, ¶ 237; *see also* 47 C.F.R. § 51.319(a)(2).

35. In the *Triennial Review Order*, the FCC generally required “incumbent LECs to provide unbundled access to their copper subloops, *i.e.*, the distribution plant consisting of the copper transmission facility between a remote terminal and the customer’s premises.” *Triennial Review Order*, 18 FCC Rcd at 17131, ¶ 253. At the

same time, ILECs do not have “to provide access to their fiber feeder loop plant on an unbundled basis as a subloop UNE.” *Id.*<sup>10</sup>

36. With respect to distribution subloop facilities,<sup>11</sup> Verizon’s language allows CLECs to obtain access at a technically feasible access point located near a Verizon remote terminal. *See* TRO Attachment § 3.3.1. Verizon’s proposed language makes clear, however, that Verizon is not required to provide access by removing a splice case to reach the wiring. *Id.*<sup>12</sup>

37. Verizon’s proposed language implements the FCC’s new rules, establishing terms and conditions of subloop access, and should be adopted.

**F. Circuit Switching (TRO Attachment § 3.4.1-3.4.2; *see generally* Triennial Review Order ¶¶ 419-532)**

38. In the *UNE Remand Order*, the FCC generally required ILECs to provide access to unbundled local switching. *UNE Remand Order*, 15 FCC Rcd at 3822-31, ¶¶ 276-298. The only exception to that rule applied to carriers requesting access to switching for the purpose of serving customers with four or more DS0 (*i.e.*, voice-grade)

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<sup>10</sup> Specifically:

We define the copper subloop UNE as the distribution portion of the copper loop that is technically feasible to access at terminals in the incumbent LEC’s outside plant (*i.e.*, outside its central offices), including inside wire. We find that any point on the loop where technicians can access the cable without removing a splice case constitutes an accessible terminal.

*Id.* at 17132, ¶ 254 (footnote omitted).

<sup>11</sup> That is, “[t]he copper portion of a Loop in Verizon’s network that is between the minimum point of entry (“MPOE”) at an end user customer premises and Verizon’s feeder/distribution interface.” TRO Attachment § 2.21.

<sup>12</sup> The FCC found that “any point on the loop where technicians can access the cable *without removing a splice case* constitutes an accessible terminal.” *Triennial Review Order*, 18 FCC Rcd at 17132, ¶ 254 (emphasis added).

loops in density zone one of the top fifty Metropolitan Statistical Areas. As to those customers, the FCC held that CLECs should not have access to unbundled switching (the so-called “four line carve out”). *Id.* at 3829, ¶ 294.

39. In the *Triennial Review Order*, the FCC found that “requesting carriers are not impaired without access to unbundled local circuit switching when serving . . . enterprise customers.” 18 FCC Rcd at 17237, ¶ 419. The FCC also instituted a 90-day transition period to permit competing carriers to transition such customers to alternative service arrangements. *Id.* at 17318, ¶ 532.

40. With respect to mass market switching, the FCC found impairment (and required unbundling) on a nationwide basis. A state commission, however, is authorized to make a finding of non-impairment within the markets in that state. *Id.* at 17237, 17263-64, ¶¶ 419, 459-461. In addition, the FCC concluded that, where “transitional access” to unbundled switching might allay any impairment, state commissions must consider implementing a “rolling” access plan “rather than perpetuating permanent access to the switching element.” *Id.* at 17310, ¶ 521. The FCC also readopted “the four-line ‘carve-out’ from the unbundled local circuit switching obligation on an interim basis.” *Id.* at 17312, ¶ 525.

41. Verizon’s proposals are consistent with the FCC’s requirements. CLECs are entitled to obtain unbundled access to mass-market circuit switching as required by federal law. *See* TRO Attachment § 3.4.1. CLECs may not, however, obtain unbundled circuit switching for providing service to enterprise customers or to any customers subject to the “four-line carve out” rule. *Id.*

42. The draft amendment follows the FCC’s transitional rules for CLECs currently obtaining unbundled circuit switching to serve enterprise customers by allowing them 90 days to move their customers to alternative service arrangements. *See id.*

§ 3.8.1.2. In addition, Verizon’s proposed language requires it to provide “at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching” to any given CLEC. *Id.* Verizon also has offered to “continue provisioning Enterprise Switching to [the CLEC] under the terms of the Amended Agreement during a transitional period, which transitional period shall end on the date set forth in the notice.” *Id.*

43. Finally, the draft amendment provides that Verizon’s obligation to supply mass market switching will end (subject to any applicable “rolling access” plan) if the Commission issues a finding of non-impairment. *See id.* § 3.4.2.

44. Verizon’s proposed language implements the FCC’s new rules, and therefore should be adopted.

**G. Signaling/Databases (TRO Attachment § 3.4.3; see generally *Triennial Review Order* ¶¶ 542-560)**

45. Under its previous rule, the FCC ordered ILECs “to provide requesting carriers with unbundled access to their signaling networks,” which direct calls between switches or between switches and call-related databases. *UNE Remand Order*, 15 FCC Rcd at 3867, ¶ 383. It also required ILECs to provide unbundled access to the “Advanced Intelligent Network” platforms and call-related databases, which are “used in signaling networks for billing and collection or the transmission, routing, or other provision of telecommunications service,” 15 FCC Rcd at 3875, ¶¶ 402-403.

46. In the *Triennial Review Order*, the FCC found that there are several competitive providers of signaling and database services. It therefore found that CLECs can obtain unbundled access to signaling and databases only where they have obtained unbundled circuit switching. 18 FCC Rcd at 17324, 17328-29, ¶¶ 544, 551.<sup>13</sup>

47. Verizon will therefore provide access to signaling and call-related databases as required by federal law — that is, only to the extent that Verizon is also providing local or tandem switching to the requesting carrier. *See* TRO Attachment § 3.4.3. Where local or tandem switching is no longer a UNE, the associated signaling facility or call-related database will be subject to the same transition plan as applies to switching. *See id.* Verizon will, however, continue to provide nondiscriminatory access to 911 and E911 databases, regardless of whether the requesting carrier has obtained unbundled switching. *See id.*

**H. Interoffice Facilities (TRO Attachment § 3.5; *see generally* *Triennial Review Order* ¶¶ 359-418, 533-534)**

48. In the *UNE Remand Order*, the FCC held that “incumbent LECs must offer unbundled access to their interoffice transmission facilities nationwide.” 15 FCC Rcd at 3842, ¶ 321. That is, ILECs were required to unbundle both dedicated transport (*i.e.*, transport dedicated to the CLEC’s use), 15 FCC Rcd at 3842, ¶¶ 321-322, and shared transport (*i.e.*, transport shared by more than one carrier). 15 FCC Rcd at 3862, ¶¶ 369-370. This obligation applied to both “lit” high-capacity transmission facilities, 15 FCC Rcd at 3842-43, ¶ 323, as well as to dark fiber, *id.* at 3843-46, ¶¶ 325-330.

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<sup>13</sup> ILECs must still provide access to 911 and E911 databases. *Id.* at 17324, 17328-29, ¶¶ 544, 551.

49. In the *Triennial Review Order*, with respect to dedicated transport, the FCC determined that carriers are not impaired without unbundled access to OCn facilities, but that dark fiber, DS3, and DS1 transport facilities are presumptively subject to unbundling, unless the responsible state commission finds that requesting carriers are not impaired without such unbundled access. 18 FCC Rcd at 17199-200, ¶ 359; *see also id.* at 17213-16, ¶¶ 381-384 (dark fiber); *id.* at 17217-19, ¶¶ 386-387 (DS3); *id.* at 17221-23, ¶¶ 390-393 (DS1). As noted above, the FCC limited its definition of the “dedicated transport” UNE to *only* “those transmission facilities within an incumbent LEC’s transport network, that is, the transmission facilities between incumbent LEC switches,” thereby “effectively eliminat[ing] ‘entrance facilities’ as UNEs.” *Id.* at 17203-04, ¶ 366 & n.1116. As to DS3 transport facilities, the FCC established “a maximum number of twelve unbundled DS3 transport circuits that a competing carrier or its affiliates may obtain along a single route.” *Id.* at 17219, ¶ 388 (footnote omitted). For shared transport, the FCC found that impairment exists only where impairment exists as to circuit switching. *See id.* at 17319-20, ¶ 534.

50. Verizon’s proposed language tracks these new requirements. Verizon will provide dedicated transport — both lit facilities and dark fiber transport — to the extent required by federal law. *See* TRO Attachment §§ 3.5.1, 3.5.3.1. As noted above, Verizon’s definitions of dark fiber transport and dedicated transport, like the FCC’s, are limited to transmission facilities between Verizon’s switches. *See* TRO Attachment §§ 2.2, 2.3. Consistent with the requirements established in the *Triennial Review Order*, CLECs can obtain unbundled access to dedicated transport at the DS1 and DS3 levels, up to a maximum of twelve DS3-equivalent circuits on any single route. *See* TRO



Attachment § 3.5.2.2. The obligation to provide dedicated transport, whether DS1, DS3, or dark fiber, will end if the Commission makes a finding of non-impairment. *See id.*

§ 3.5.2.3, 3.5.3.2.

51. Verizon’s proposed language implements the FCC’s new rules, and should therefore be adopted.

**I. Combinations and Commingling (TRO Attachment § 3.6; *see generally Triennial Review Order* ¶¶ 569-589)**

52. In the *UNE Remand Order*, the FCC required ILECs to provide access to a combination of unbundled network elements — loop and transport — known as the “Enhanced Extended Link,” or “EEL.” *UNE Remand Order*, 15 FCC Rcd at 3909, ¶ 480. In subsequent orders, the FCC restricted the availability of the EEL. Specifically, the FCC found that interexchange carriers (“IXCs”) “may not convert special access services to combinations of unbundled loops and transport network elements,” although this restriction did not apply where the IXC used “combinations of unbundled network elements to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer.” *Supplemental Order, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760, 1760, ¶ 2 (1999).<sup>14</sup> In a later clarifying order, the FCC banned “commingling,” that is, “combining loops or loop-transport combinations with tariffed special access services.” *Supplemental Order Clarification*, 15 FCC Rcd at 9598-600, 9602 ¶¶ 22, 28.

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<sup>14</sup> In its *Supplemental Order Clarification, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 9587, 9598-99, ¶ 22 (2000) (“*Supplemental Order Clarification*”), the FCC clarified what it meant by “significant amount of local exchange service.”

It also set out certain criteria that CLECs had to meet in order to be eligible to order EELs. *Id.* at 9598-600, ¶ 22.

53. In the *Triennial Review Order*, the FCC eliminated its restriction on commingling. 18 FCC Rcd at 17342-43, ¶ 579. It modified its rules “to affirmatively permit requesting carriers to commingle UNEs and combinations of UNEs with services (*e.g.*, switched and special access services offered pursuant to tariff), and to require incumbent LECs to perform the necessary functions to effectuate such commingling upon request.” *Id.*<sup>15</sup> The FCC did not, however, require ILECs to engage in “ratcheting,” *i.e.*, creating a new pricing mechanism that would charge CLECs a single, blended rate for the commingled facilities. *Id.* at 17343, 17345-46, ¶¶ 580, 582.

54. The FCC held that ILECs must provide loop-transport combinations (*i.e.*, EELs) where Verizon has an independent obligation under federal law to unbundle the individual elements. *Id.* at 17340-41, ¶ 575. The FCC also modified the eligibility criteria for such combinations. First, the CLEC must have a state certification of authority to provide local voice service. *Id.* at 17354, 17356, ¶¶ 597, 601. Second, the CLEC must show that it has at least one local number assigned to each circuit and must provide 911 or E911 capability to each circuit. *Id.* ¶¶ 597, 602. Third, the FCC set up additional circuit-specific architectural safeguards: each circuit must terminate into a collocation governed by § 251(c)(6) at an incumbent LEC central office within the same local access transport area (“LATA”) as the customer premises; each circuit must be served by an interconnection trunk in the same LATA as the customer premises served by

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<sup>15</sup> The commingling requirement also applies to combinations of UNEs and services offered for resale under 47 U.S.C. § 251(c)(4). *Triennial Review Order*, 18 FCC Rcd at 17347-48, ¶ 584.

the EEL for the meaningful exchange of local traffic, and for every 24 DS1 EELs or the equivalent, the requesting carrier must maintain at least one active DS1 local service interconnection trunk; and each circuit must be served by a Class 5 switch or other switch capable of providing local voice traffic. *Id.* at 17354, 17356-61, ¶¶ 597, 603-611.

55. A requesting CLEC must certify that it meets the above criteria when it requests any relevant loop-transport combination. *See id.* at 17368, ¶¶ 623-624. ILECs have the right to “obtain and pay for an independent auditor to audit, on an annual basis, compliance with the qualifying service eligibility criteria.” *See id.* at 17369, ¶ 626.

56. Consistent with these limitations, Verizon’s proposed language provides that Verizon (1) will not prohibit commingling (to the extent it is required under federal law to permit commingling), and (2) will perform the functions necessary to allow CLECs to commingle any UNE or combination of UNEs with wholesale services that are obtained under a Verizon access tariff or a separate non-§ 251 agreement with Verizon (again, to the extent Verizon is required under federal law to do so). *See* TRO Attachment § 3.6.1.<sup>16</sup> CLECs may obtain EELs only where the CLEC certifies that the FCC’s eligibility criteria are met. *See id.* § 3.6.2.1. Verizon’s specific language regarding certification (*id.* § 3.6.2.2) exactly mirrors the FCC’s criteria (*Triennial Review Order*, 18 FCC Rcd at 17354, ¶ 597). Verizon has also included language specifying that there will be a price schedule for conversions (TRO Attachment § 3.6.2.3), that

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<sup>16</sup> Verizon’s language is in accord with the FCC’s definition of “commingling”: “By commingling, we mean the connecting, attaching, or otherwise linking of a UNE, or a UNE combination, to one or more facilities or services that a requesting carrier has obtained at wholesale from an incumbent LEC pursuant to any method other than unbundling under section 251(c)(3) of the Act, or the combining of a UNE or UNE combination with one or more such wholesale services.” *Triennial Review Order*, 18 FCC Rcd at 17342, ¶ 579.

conversions will be performed manually according to Verizon's conversion guidelines (*id.* § 3.6.2.4), that there will be a retag fee where the conversion entails a change in circuit ID (*id.* § 3.6.2.5), and that requests for conversion will be handled as a project (*id.* § 3.6.2.6). Verizon retains the right to hire an auditor once a year to ascertain whether CLECs meet the EEL eligibility requirements. *See id.* § 3.6.2.7. Verizon also requires that CLECs maintain their records showing compliance with service eligibility criteria for at least 18 months after the service arrangement is terminated. *See id.*

57. Verizon's contract language implements the FCC's new rules, and therefore should be adopted.

**J. Routine Network Modifications (TRO Attachment § 3.7; see generally *Triennial Review Order* ¶¶ 630-648)**

58. In the *Triennial Review Order*, the FCC required ILECs such as Verizon to "make routine network modifications to unbundled transmission facilities used by requesting carriers where the requested transmission facility has already been constructed." 18 FCC Rcd at 17371-72, ¶ 632. "Routine network modifications" include "those activities that incumbent LECs regularly undertake for their own customers." *Id.* Examples include "rearrangement or splicing of cable; adding a doubler or repeater; adding an equipment case; adding a smart jack; installing a repeater shelf; adding a line card; and deploying a new multiplexer or reconfiguring an existing multiplexer." *Id.* at 17372-73, ¶ 634 (footnotes omitted). "Routine modifications, however, do not include the construction of new wires (*i.e.*, installation of new aerial or buried cable) for a requesting carrier." *Id.* at 17372, ¶ 632.

59. Verizon's proposed language requires Verizon to provide routine network modifications as necessary to permit access to loop, dedicated transport, or dark fiber

facilities. TRO Attachment § 3.7.1. Routine network modifications include activities such as “rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable.” *Id.* Where facilities are unavailable, however, “Verizon will not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable,” *id.*, because such activities do not qualify as “routine network modifications” under the FCC’s rules.

60. Verizon’s proposed language implements the FCC’s new rules, and therefore should be adopted.

**K. Non-Conforming Facilities (TRO Attachment § 3.8; see generally *Triennial Review Order* ¶¶ 339, 417, 532, 700-706)**

61. The *Triennial Review Order* removed Verizon’s obligation to provide CLECs with unbundled access to certain network elements that CLECs had been obtaining as UNEs. The Commission may further determine, pursuant to that order, that CLECs are not impaired without unbundled access to certain additional network elements. The amendment refers to such elements that Verizon is no longer required to provide as “Non-Conforming Facilities.” See TRO Attachment § 2.15.

62. For some of these Non-Conforming Facilities, the FCC specified a transition period for CLECs currently obtaining the facilities as UNEs. See, e.g., *Triennial Review Order*, 18 FCC Rcd at 17318, ¶ 532 (establishing transition regimes for enterprise and mass-market circuit switching). For other Non-Conforming Facilities, however, the FCC specifically declined to adopt a transition period, and instead provided that individual contract arrangements should govern. *Id.* at 17403-04, ¶ 701. The FCC

determined that, to the extent a particular contract may require negotiation of an amendment to implement the new rules, the “practical effect” of the § 252 negotiation and arbitration process may be that parties are provided a transition. *Id.*

63. Verizon’s amendment implements the FCC’s explicit transition periods. Section 3.8.1.1 follows the transition period that the FCC mandated for mass-market circuit switching. Section 3.8.1.2, in turn, follows the transition period that the FCC mandated for enterprise circuit switching. Section 3.2.1.1, as noted above, implements the FCC’s transitional regime for line sharing.

64. With respect to all other Non-Conforming Facilities, Verizon’s amendment provides that, after Verizon has given notice to a CLEC that it no longer has an obligation under federal law to unbundle that facility, Verizon will nonetheless continue to provide access to the element, as though it were a UNE, for 30 days (or 90 days, for dark fiber). *See* TRO Attachment § 3.8.2. After that period, if the CLEC has not requested disconnection, Verizon would convert the Non-Conforming Facility into the most closely analogous access service. *See id.* If no analogous access service were available, the CLEC could then secure a substitute, non-§ 251 service that Verizon may offer under a separate wholesale agreement. *See id.* § 3.8.3. Only if the CLEC fails to do so, would Verizon then disconnect the service in question. *See id.*

65. Verizon’s proposed terms for a transition period are consistent with the FCC’s rules, and therefore should be adopted by this Commission.

**L. Pricing (Pricing Attachment and Exhibit A)**

66. The FCC’s new rules, particularly as to routine network modifications, require Verizon to provide services to requesting CLECs for which no prices have yet

been established under existing interconnection agreements. Verizon has the right to be compensated at TELRIC prices for performing such services.

67. Accordingly, Verizon's draft amendment includes a Pricing Attachment, as well as an "Exhibit A" that sets forth prices for the various elements or services that Verizon is required to provide for the first time under the terms of the *Triennial Review Order*. Pricing Attachment § 1.2. Exhibit A includes prices for routine network modifications and for various activities related to providing commingling arrangements. For any elements or services not already contained in either Verizon's draft amendment or in CLECs' existing agreements, Verizon's amendment provides that the prices should be those approved (or otherwise allowed to go into effect) by the Commission or by the FCC. *See id.* § 1.3. Otherwise, the prices should be those agreed to by the parties. *See id.* § 1.4.

68. Pursuant to WAC 480-07-630(5)(c), Verizon states that relevant cost studies and supporting materials will be supplied to requesting parties after entry of an appropriate protective order.

#### **IV. Procedural Matters.**

69. Because the large majority of CLECs and other competitors have not responded to Verizon's draft amendments, Verizon is unable to identify other documents relevant to the dispute, including potential exhibits. Verizon will do so as promptly as possible prior to any necessary hearing(s) in this matter.

70. Pursuant to WAC 480-07-630(9), Verizon requests the entry of an appropriate protective order pursuant to WAC 480-07-420 and -423.

**Conclusion**

Verizon's proposed language fully and correctly implements the *Triennial Review Order*. The Commission therefore should approve Verizon's draft amendment.

Respectfully submitted,



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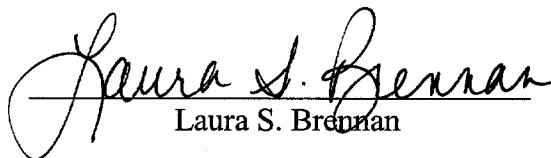
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February 26, 2004



## CERTIFICATE OF SERVICE

I hereby certify that, on the 26th day of February 2004, I caused copies of the foregoing Petition for Arbitration to be served upon the parties on the attached service list by first-class mail, postage prepaid.

  
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**Exhibit 1**

## CLECS and CMRS Providers with Interconnection Agreements to be Amended

1-800-RECONEX INC.  
AboveNet Communications Inc.  
Adelphia Business Solutions Operations Inc.  
Advanced TelCom Group Inc.  
Allegiance Telecom of Washington Inc.  
American Fiber Network Inc.  
AT&T Communications of the Pacific Northwest Inc.  
AT&T Wireless Services Inc.  
BroadBand Office Communications Inc.  
Budget Phone Inc.  
BullsEye Telecom Inc.  
Cellco Partnership and Verizon Wireless LLC  
Centel Communications Inc.  
Ciera Network Systems Inc.  
Comcast Phone of Washington LLC  
Comm South Companies Inc.  
Computers 5\*  
Cook Telecom Inc.  
Covad Communications Company  
DMJ Communications Inc.  
dPi Teleconnect LLC  
DSLnet Communications LLC  
Electric Lightwave Inc.  
Ernest Communications Inc.  
Eschelon Telecom of Washington Inc.  
Excel Telecommunications Inc.  
Focal Communications Corporation of Washington  
Fox Communications Corp.  
Global Crossing Local Services Incorporated  
Gold-Tel Corporation  
Granite Telecommunications, LLC  
HighSpeed.Com LLC  
ICG Telecom Group Inc.  
Integra Telecom of Washington Inc.  
International Telcom Ltd.  
Ionex Communications North Inc.  
KMC Telecom V Inc.  
Level 3 Communications LLC  
Marathon Communications Inc.  
MCI WORLDCOM Communications, Inc.  
MCI WORLDCOM Communications, Inc. (as successor to Rhythms Links Inc.)  
MCImetro Access Transmission Services LLC  
McLeodUSA Telecommunications Services Inc.  
Metrocall Inc.  
Metropolitan Telecommunications of Washington Inc.  
MetStream Communications Inc.  
NCI DATA.com Inc.  
New Access Communications LLC  
New Edge Network Inc.  
Northwest Telephone Inc.  
NOS Communications Inc.

## **CLECS and CMRS Providers with Interconnection Agreements to be Amended**

O 1 Communications of Washington LLC  
Pacific Bell Wireless Northwest LLC  
Pac-West Telecomm Inc.  
PowerTelNET Communications Inc.  
Preferred Carrier Services Inc.  
Premiere Network Services Inc.  
QuantumShift Communications Inc.  
RCN Telecom Services Inc.  
SBC Telecom Inc.  
Sprint Communications Limited Partnership  
TCG Seattle  
Tel West Communications LLC  
Time Warner Telecom Inc.  
T-Mobile USA Inc.  
United Communications Inc.  
US Cellular  
US West Communications Inc.  
VarTec Telecom Inc.  
Washington RSA No. 8 Limited Partnership  
Weatherspoon Telephone LLC  
Westgate Communications LLC  
Williams Local Network Inc.  
Winstar Communications LLC  
WinStar Wireless of Washington Incorporated  
XO Washington Inc.  
Z-Tel Communications Inc.

**Exhibit 2**

AMENDMENT NO. \_\_\_\_

to the

**INTERCONNECTION AGREEMENT**

between

**VERIZON NORTHWEST INC.**

and

**[CLEC FULL NAME]**

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and [FULL CLEC NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("\*\*CLEC Acronym TXT\*\*"), and shall be deemed effective on \_\_\_\_\_ (the "Amendment Effective Date"). Verizon and \*\*CLEC Acronym TXT\*\* are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Washington (the "State").

**WITNESSETH:**

**NOTE: DELETE THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER:**

[WHEREAS, Verizon and \*\*CLEC Acronym TXT\*\* are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [INSERT DATE] (the "Agreement"); and]

**NOTE: INSERT THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT USED AN ADOPTION LETTER:**

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), \*\*CLEC Acronym TXT\*\* adopted in the State of Washington, the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to provisions of the TRO as set forth herein; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the TRO Attachment and the Pricing Attachment to the

TRO Amendment (including Exhibit A) attached hereto. The TRO Attachment and the Pricing Attachment to the TRO Amendment (including Exhibit A) shall apply notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions (“SGAT”).

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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 Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement 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 Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit Verizon’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 Washington Utilities and Transportation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the “D.C. Circuit”), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO’s provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse any or all of the TRO’s provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of either Party.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

**SIGNATURE PAGE**

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

**\*\*\*CLEC Full Name TXT\*\*\***

**VERIZON NORTHWEST INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## TRO Attachment

### 1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements (“UNEs”), combinations of unbundled Network Elements (“Combinations”), or UNEs commingled with wholesale services (“Commingling”), to \*\*\*CLEC Acronym TXT\*\*\* under the terms of this Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to \*\*\*CLEC Acronym TXT\*\*\* to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 1.2 \*\*\*CLEC Acronym TXT\*\*\* may use a UNE, a Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to \*\*\*CLEC Acronym TXT\*\*\*.
- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to \*\*\*CLEC Acronym TXT\*\*\* pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to \*\*\*CLEC Acronym TXT\*\*\* as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling 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 Verizon reserves the right to argue in any proceeding before the Washington Utilities and Transportation Commission, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3), (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) to provide to \*\*\*CLEC Acronym TXT\*\*\*, or (c) is an item that Verizon is not required to offer to \*\*\*CLEC Acronym TXT\*\*\* at the rates set forth in the Amended Agreement.

## 2. TRO Glossary

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

### 2.1 Call-Related Databases.

Databases, other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

### 2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dark Fiber Transport.

### 2.3 Dedicated Transport.

A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dedicated Transport.

### 2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

### 2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

### 2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop requires the electronics necessary to provide the DS-1 transmission rate.

### 2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This Loop

type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop requires the electronics necessary to provide the DS-3 transmission rate.

2.8 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\* would be used for the purpose of serving \*\*\*CLEC Acronym TXT\*\*\*'s customers using DS1 or above capacity Loops.

2.9 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.

2.10 FTTH Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises.

2.11 House and Riser Cable.

[This section intentionally left blank].

2.12 Hybrid Loop.

A local Loop composed of both fiber optic cable and copper wire or cable.

2.13 Line Sharing.

The process by which \*\*\*CLEC Acronym TXT\*\*\* provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises.

2.14 Local Switching.

The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

2.15 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and that is provided to \*\*\*CLEC Acronym TXT\*\*\* to serve \*\*\*CLEC Acronym TXT\*\*\*'s end user customers over DS0 Loops.

2.16 Nonconforming Facility.

Any facility that Verizon was providing to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of either the TRO or a subsequent nonimpairment finding issued by the Washington Utilities and Transportation Commission or the FCC. By way of example and not by way of limitation, Nonconforming Facilities may include any of the following: (a) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (c) Enterprise Switching; (d) Mass Market Switching in any market in which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) Local Switching subject to the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Rcd 3822-31 (1999) (the "Four-Line Carve Out Rule"); (f) OCn Loops and OCn Dedicated Transport; (g) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (j) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon Mass Market Switching; (k) Signaling that is not provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's Mass Market Switching; (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.

2.17 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.18 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

2.19 Route.

A transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.20 Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

2.21 Sub-Loop for Multiunit Premises Access.

Any portion of a Loop, other than a FTTH Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

2.22 Sub-Loop Distribution Facility.

The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.

2.23 Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

**3. UNE TRO Provisions**

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT, as of October 2, 2003:

3.1.1.1 DS1 Loops. Upon \*\*\*CLEC Acronym TXT\*\*\*'s written request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2 DS3 Loops. Upon \*\*\*CLEC Acronym TXT\*\*\*'s written request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to a DS3 Loop on an unbundled basis

under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2.1 Cap on DS3 Loops. \*\*\*CLEC Acronym TXT\*\*\* may obtain on an unbundled basis a maximum of two (2) DS-3 Loops (or two (2) DS-3 equivalents) at any single end user location. Any Loop previously made available to \*\*\*CLEC Acronym TXT\*\*\* at said end user location above the two (2) Loop cap shall be considered a Nonconforming Facility.

3.1.1.3 Nonimpairment. Without limiting any other rights Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the Washington Utilities and Transportation Commission or the FCC finds that \*\*\*CLEC Acronym TXT\*\*\* or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to \*\*\*CLEC Acronym TXT\*\*\* at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously was not served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed the subject Loop parallel to, or in replacement of, an existing copper Loop; provided, *however*, that if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises capable of voice grade service.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, \*\*\*CLEC Acronym

TXT\*\*\* shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or in Verizon's sole discretion, (b) provide access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

#### 3.1.4 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section 3.1.3 above, or any Verizon tariff or SGAT, if \*\*\*CLEC Acronym TXT\*\*\* requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide \*\*\*CLEC Acronym TXT\*\*\* unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.1.4.1 Verizon will endeavor to provide \*\*\*CLEC Acronym TXT\*\*\* with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring

charge will apply whenever a line and station transfer is performed.

- 3.1.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon \*\*\*CLEC Acronym TXT\*\*\*'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by \*\*\*CLEC Acronym TXT\*\*\* after construction work has started, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.
- 3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

### 3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

#### 3.2.1 Line Sharing.

- 3.2.1.1 New Line Sharing. Verizon shall be under no obligation to provision new Line Sharing arrangements under the Agreement or this Amendment; *provided, however*, that as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to Section 3.8.3 below, Verizon offers new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions offered by Verizon in a separate agreement that is subject to FCC-prescribed pricing rules.
- 3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of \*\*\*CLEC Acronym TXT\*\*\* will be grandfathered at existing rates, provided \*\*\*CLEC Acronym TXT\*\*\* began providing xDSL service to that end user customer using Line Sharing over that Loop or Sub-Loop prior to October 2, 2003, and only so long as \*\*\*CLEC Acronym TXT\*\*\* has not ceased providing xDSL service to that end user customer at the same location over that Loop or Sub-Loop.

### 3.3 Sub-Loop.

- 3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-



specific request, \*\*\*CLEC Acronym TXT\*\*\* may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

### 3.4 Unbundled Local Circuit Switching.

- 3.4.1 General Requirements. Verizon shall provide Mass Market Switching to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of October 2, 2003, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to \*\*\*CLEC Acronym TXT\*\*\*, and any Local Switching or Tandem Switching previously made available to \*\*\*CLEC Acronym TXT\*\*\* shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date.
- 3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the Washington Utilities and Transportation Commission or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the Washington Utilities and Transportation Commission or the FCC has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.
- 3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Nonconforming Facility, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003: (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to \*\*\*CLEC Acronym TXT\*\*\* only if \*\*\*CLEC Acronym TXT\*\*\* obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis.

3.5.2 Dedicated Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:

3.5.2.1 Upon \*\*\*CLEC Acronym TXT\*\*\*'s written request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Nonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. \*\*\*CLEC Acronym TXT\*\*\* may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3-equivalents, e.g. 336 DS1s) on any single Route on which unbundled transport is otherwise available. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Nonconforming Facility.

3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the Washington Utilities and Transportation Commission or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to \*\*\*CLEC Acronym TXT\*\*\* on the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.5.3 Dark Fiber Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance

with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:

- 3.5.3.1 Upon \*\*\*CLEC Acronym TXT\*\*\*'s written request, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.
- 3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the Washington Utilities and Transportation Commission or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to \*\*\*CLEC Acronym TXT\*\*\* on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.

3.6 Commingling and Combinations.

- 3.6.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in the following Section 3.6.2, Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying 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 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.8.3 below, the rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, *however*, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon's performance in

connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.6.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary:

3.6.2.1 Verizon shall not be obligated to provide:

3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

unless and until \*\*\*CLEC Acronym TXT\*\*\*: (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with said service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Facilities.

3.6.2.2 Each written certification to be provided by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit,

showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 3.6.2.3 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.
- 3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.
- 3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.6.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit \*\*\*CLEC Acronym TXT\*\*\*'s compliance in all material respects with the service eligibility criteria applicable to EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that \*\*\*CLEC Acronym TXT\*\*\* failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then \*\*\*CLEC Acronym TXT\*\*\* must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm \*\*\*CLEC Acronym TXT\*\*\*'s compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then \*\*\*CLEC Acronym TXT\*\*\* shall provide to the independent auditor for its verification a statement of \*\*\*CLEC Acronym TXT\*\*\*'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse \*\*\*CLEC Acronym TXT\*\*\* for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. \*\*\*CLEC Acronym TXT\*\*\* shall maintain records adequate to support its

compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by \*\*\*CLEC Acronym TXT\*\*\* to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable \*\*\*CLEC Acronym TXT\*\*\* to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable.

3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.8 Transitional Provisions for Nonconforming Facilities.

3.8.1 Nonconforming Facilities – Switching. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon and \*\*\*CLEC Acronym TXT\*\*\* will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

3.8.1.1 Mass Market Switching. Upon a finding by the Washington Utilities and Transportation Commission or the FCC that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the Washington Utilities and Transportation Commission's or FCC's order finding no impairment in a particular market or markets, \*\*\*CLEC Acronym TXT\*\*\* shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon, subject to Section

3.8.3 below, under separate agreement, or to \*\*\*CLEC Acronym TXT\*\*\*'s own or a third party's facilities, in accordance with the following schedule: (a) during month 13, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, \*\*\*CLEC Acronym TXT\*\*\* must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the Washington Utilities and Transportation Commission or the FCC shall not be included in the embedded base.

3.8.1.2 Enterprise Switching. Verizon will provide \*\*\*CLEC Acronym TXT\*\*\* with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to \*\*\*CLEC Acronym TXT\*\*\*. Verizon agrees to continue provisioning Enterprise Switching to \*\*\*CLEC Acronym TXT\*\*\* under the terms of the Amended Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, \*\*\*CLEC Acronym TXT\*\*\* shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to \*\*\*CLEC Acronym TXT\*\*\*'s own or a third party's facilities.

3.8.2 Other Nonconforming Facilities. With respect to any Nonconforming Facility not addressed in Section 3.8.1 above, Verizon will notify \*\*\*CLEC Acronym TXT\*\*\* in writing as to any particular unbundled facility previously made available to \*\*\*CLEC Acronym TXT\*\*\* that is or becomes a Nonconforming Facility, as defined herein. The Parties acknowledge that such notice was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities. During a transitional period of thirty (30) days from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to \*\*\*CLEC Acronym TXT\*\*\* under the terms of the Amended Agreement. At the end of that thirty (30) day period, unless \*\*\*CLEC Acronym TXT\*\*\* has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall, subject to Section 3.8.3 below, convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as \*\*\*CLEC Acronym TXT\*\*\* may have separately secured from Verizon (e.g., a separate agreement at market-based rates or resale); *provided, however*, that where there is no analogous access service, if \*\*\*CLEC Acronym TXT\*\*\* has not separately secured from Verizon, subject to Section 3.8.3 below, a substitute service within such thirty (30) day period, then Verizon may disconnect the Nonconforming Facilities; and *provided, further*, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and *provided further*, that unless \*\*\*CLEC Acronym TXT\*\*\*, subject to Section 3.8.3 below, has separately secured from Verizon a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day

period, Verizon may disconnect the Nonconforming Facility in question. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall, subject to Section 3.8.3 below, provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. \*\*\*CLEC Acronym TXT\*\*\* shall pay all applicable termination charges, if any, for any Nonconforming Facilities that \*\*\*CLEC Acronym TXT\*\*\* requests Verizon to disconnect, or that Verizon disconnects as permitted by terms of this Amendment or otherwise.

- 3.8.3 Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming Facility is replaced, in whole or in part, by a service, facility or arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a "Substitute Service"), any negotiations regarding the rates, terms or conditions of such Substitute Service shall not be deemed to have been conducted pursuant to this Amended Agreement or 47 U.S.C. § 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. § 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon's provision of a service that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed in a manner contrary to this Section 3.8.3.



## Pricing Attachment to the TRO Amendment

### 1. General

- 1.1 As used in this Attachment:
- 1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,
- 1.1.2 "Charges" means the rates, fees, charges and prices for a Service.
- 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). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify \*\*\*CLEC Acronym TXT\*\*\* in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to \*\*\*CLEC Acronym TXT\*\*\* pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to \*\*\*CLEC Acronym TXT\*\*\* and thereafter.
- 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Washington Utilities and Transportation Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Washington Utilities and Transportation Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.
- 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

## EXHIBIT A ♦

Washington		
<u>Description - UNE DS-0 Network Modifications</u>	Non-Recurring Charge	Monthly Recurring Charge
ENGINEERING QUERY <sup>1</sup>	\$169.64	\$0.00
ENGINEERING WORK ORDER <sup>2</sup>	\$650.31	\$0.00
EXPEDITE ENGINEERING QUERY <sup>3</sup>	\$242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER <sup>3</sup>	\$1,029.03	\$0.00
REMOVAL OF LOAD COILS - Initial - Greater than 12K ft.	\$391.68	\$0.00
REMOVAL OF LOAD COILS- Subsequent - Greater than 12K ft.	\$391.68	\$0.00
REMOVAL OF BRIDGED TAPS - Initial - Greater than 12K ft.	\$194.38	\$0.00
REMOVAL OF BRIDGED TAPS- Subsequent - Greater than 12K ft.	\$194.38	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Initial - Greater than 12K ft.	\$506.77	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Subsequent - Greater than 12K ft.	\$506.77	\$0.00
LINE & STATION TRANSFER	\$147.75	\$0.00
COPPER TO DLC REARRANGEMENT	\$295.50	\$0.00
INSTALLATION OF REPEATER	\$946.93	\$0.00
INSTALLATION OF RANGE EXTENDER	\$946.93	\$0.00
CLEAR DEFECTIVE PAIR	\$225.00	\$0.00
SERVING TERMINAL INSTALLATION (Existing Facilities)	Time & Materials	\$0.00
UPGRADE EXISTING SERVING TERMINAL (Existing Facilities)	Time & Materials	\$0.00
ACTIVATE DEAD COPPER CABLE PAIR	\$147.75	\$0.00
REASSIGNMENT OF EXISTING NON-WORKING CABLE PAIR	\$75.00	\$0.00
BINDER GROUP FACILITY REARRANGEMENT	\$147.75	\$0.00
REARRANGEMENT - IDLC TO COPPER	\$147.75	\$0.00
REARRANGEMENT - IDLC TO UDLC	\$147.75	\$0.00
DISPATCH - CHANNEL UNIT INTO EXISTING COTTED/UDLC	\$88.06	\$0.00
PERFORM COPPER REARRANGEMENT	\$147.75	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
<u>Description - UNE DS-1, DS-3 Network Modifications</u>	Non - Recurring Charge	Monthly Recurring Charge
ENGINEERING QUERY <sup>1</sup>	\$ 169.64	\$0.00
ENGINEERING WORK ORDER <sup>2</sup>	\$ 650.31	\$0.00
EXPEDITE ENGINEERING QUERY <sup>3</sup>	\$ 242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER <sup>3</sup>	\$ 1,029.03	\$0.00
DS-1 / DS-3 NETWORK MODIFICATION <sup>4</sup>	\$ 1,000.00	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
<b>Notes:</b>		
<sup>1</sup> Engineering Query Charges apply in addition to other listed rates.		
<sup>2</sup> Engineering Work Order Charges apply in addition to other listed rates.		
<sup>3</sup> Expedite Engineering Query Charges or Expedite Engineering Work Order Charges apply in addition to other listed rates.		

♦ The rate schedules shown are subject to unilateral change by Verizon, unless and until finalized in connection with an executed interconnection agreement amendment.

<sup>4</sup> DS-1 / DS-3 Network Modifications include the following: Installation of new apparatus case, multiplexer reconfiguration, installation of new multiplexer, removal/installation of required electronics, copper rearrangement (DS-1 only), removal of load coils, installation of double card, cross-connection to existing fiber facility, installation of line card, removal of bridge taps, clear defective pair (where feasible).

When routine network modifications are performed on a loop and transport that are combined, charges apply to both loop and transport.		
Other	Non-Recurring Charge	
Commingled Arrangements - per UNE circuit	\$50.00	
Access To Splice Point Sub-loop Unbundling	Time & Materials	
Unbundled Fiber To The Home Loop Narrowband	TBD - NRC	TBD - MRC
Conversion Charges		
Voice Grade/DSO per service order	\$19.90	
Voice Grade/DSO per circuit conversion charge	\$26.54	
DS1 and Above per service order	\$23.93	
DS1 and Above per circuit conversion charge	\$26.54	
Circuit Retag per circuit	\$20.00	
	<b><u>Dark Fiber</u></b>	
Dark Fiber Routine Network Modifications	Time and Materials	

**Exhibit 3**



2107 Wilson Blvd  
11th Floor  
Arlington, Va. 22201  
Tel. 703 974-4610  
Fax 703 974-0314

October 2, 2003

«Nme»  
«Ttle»  
«Cmp»  
«CLEC»  
«Ad1» «Ad2»  
«Cty», «St» «ZIP»

**Subject: NOTICE OF DISCONTINUATION OF UNBUNDLED NETWORK ELEMENTS AND  
NOTICE OF AVAILABILITY OF CONTRACT AMENDMENT**

This letter is a **formal notice** under the interconnection agreement between «LegalEntity» and «CLEC» for the «StCommon» of «StateName».

In its Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, released on August 21, 2003 (the "Triennial Review Order"), the Federal Communications Commission promulgated new rules and regulations pertaining to the availability of unbundled network elements pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act"). Those rules and regulations, together with the other relevant provisions of the Triennial Review Order, take effect today (October 2, 2003).

Pursuant to the Triennial Review Order, Verizon's obligations under the Act have been materially modified in numerous respects. Among other things, certain facilities that Verizon was previously required to offer on an unbundled basis pursuant to Section 251(c)(3) are no longer subject to unbundling. Verizon has completed its preliminary assessment of the impact of the Triennial Review Order on its current operations, and has decided to cease providing the unbundled network elements set forth below. As Verizon continues this review process, we expect to provide notice of additional discontinuances in the near future.

Accordingly, Verizon is hereby providing formal notice to «CLEC» of Verizon's intention, to the extent permitted by your interconnection agreement, to discontinue the provisioning of the following unbundled network elements, in accordance with the provisions of the Triennial Review Order, thirty (30) days from the date of this letter, or immediately following any longer notice period as may be required by your interconnection agreement:

1. OCn Transport
2. OCn Loops
3. Dark Fiber Transport between Verizon Switches or Wire Centers and «CLEC» Switches or Wire Centers (a/k/a Dark Fiber Channel Terminations or Dark Fiber Entrance Facilities)
4. Dark Fiber Feeder Subloop
5. Fiber to the Home (lit and unlit) – new builds
6. Fiber to the Home (lit and unlit) – overbuilds, subject to limited exceptions
7. Hybrid Loops – subject to exceptions for TDM and narrowband applications
8. Line Sharing

«CNo»

Verizon's Wholesale Web Site: <http://www22.verizon.com/wholesale/>

**NOTICE OF DISCONTINUATION OF UNBUNDLED NETWORK ELEMENTS AND NOTICE OF AVAILABILITY OF CONTRACT AMENDMENT**

October 2, 2003

Page 2

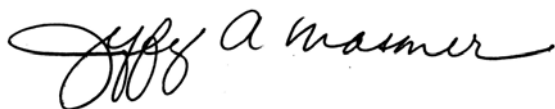
In addition, this letter serves as confirmation that Verizon is prepared to comply with all other provisions of the Triennial Review Order, provided it has not otherwise been stayed or reversed on appeal, subject to negotiation and execution of an appropriate amendment to your interconnection agreement that applies the changes in law effected by the Triennial Review Order to the specifics of the commercial environment.

**To the extent notice of such changes in law, or notice of termination of service/facilities availability, is required under your interconnection agreement, this letter shall serve as such notice.**

Verizon's proposed contract amendment implementing the provisions of the Triennial Review Order has been posted on Verizon's Wholesale Web Site and may be accessed via the electronic link at the bottom of this letter. This proposed contract amendment also explains the mechanism for transitioning existing service arrangements that will no longer be available on an unbundled basis to alternative services.

Carriers seeking to amend their interconnection agreements should review the draft amendment and contact Verizon to proceed with completion of the contracting process. You can either send an email to [contract.management@verizon.com](mailto:contract.management@verizon.com) or contact Renee L. Ragsdale, Manager Interconnection Services. Ms. Ragsdale's address is 600 Hidden Ridge, Irving, TX 75038 and her telephone number is 972-718-6889.

Please be advised that the Triennial Review Order provides that October 2, 2003 shall be deemed to be the notification request date for contract amendment negotiations associated with the Triennial Review Order. In accordance with Section 252(b) of the Act, from the 135<sup>th</sup> day to the 160<sup>th</sup> day after such negotiation request date, either party may request the state regulatory commission to arbitrate the terms of the contract amendment.



Vice President Interconnection Services

JAM:kar