

Daniel E. Monagle
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Pennsylvania



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Philadelphia, PA 19103

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Daniel.Monagle@Verizon.com

December 20, 2004

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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FOLDER

DEC 20 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

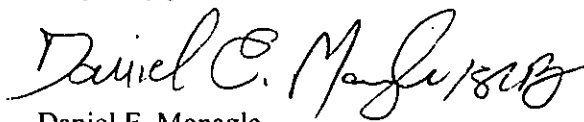
RE: Joint Filing of
Verizon North Inc. and OLCR, Inc.
for Approval of an Interconnection Agreement By Means of Adoption
Under Section 252(i) of the Telecommunications Act of 1996
Dkt. No. A-311314 F7001

Dear Mr. McNulty:

Pursuant to your letter of December 6, 2004 in the above-captioned matter, enclosed is a true and correct signed copy of the parties' Interconnection Agreement, which is embodied in a letter of adoption, between the parties; that Agreement by adoption was approved by Order dated October 28, 2004. In addition, enclosed please find an electronic copy of the Agreement, in .pdf format. A copy of this cover letter also is being furnished to Ms. Bobbi Lathrop in the Office of Special Assistants.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,


Daniel E. Monagle

DEM/slb

Enclosures: Agreement
Diskette

Via UPS Overnight

cc: Ms. Bobbi Lathrop (cover letter only)
Tracy Bogans, President, OLCR, Inc. (cover letter only)

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John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

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DEC 20 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

April 21, 2004

Tracy Bogans
President
OLCR, Inc.
1000 First Avenue, 1st Floor, Ste. 104
King of Prussia, Pennsylvania 19406

DOCKETED
FEB 22 2005

DOCUMENT
FOLDER

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

Dear Tracy:

Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), OLCR, Inc. ("OLCR"), a Pennsylvania corporation, with principal place of business at 1000 First Avenue, 1st Floor, Suite 104, King of Prussia, Pennsylvania 19406, wishes to adopt the terms of the Interconnection Agreement between Z-Tel Communications Inc. ("Z-Tel") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand OLCR has a copy of the Terms. Please note the following with respect to OLCR's adoption of the Terms.

1. By OLCR's countersignature on this letter, OLCR hereby represents and agrees to the following five points:
 - (A) OLCR adopts (and agrees to be bound by) the Terms of the Z-Tel/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that OLCR shall be substituted in place of Z-Tel Communications Inc. and Z-Tel in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 26, 2004, filed a petition at the Pennsylvania Public Utility Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) OLCR agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and OLCR shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

(C) Notice to OLCR and Verizon as may be required under the Terms shall be provided as follows:

To: OLCR, Inc.
Attention: Tracy Bogans
1000 First Avenue, 1st Floor, Suite 104
King of Prussia, PA 19406
Telephone Number: 866-660-7712
Facsimile Number: 866-660-8719
Internet Address: clec@olcr.com

To Verizon:

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

with a copy to:

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

- (D) OLCR represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.
 - (E) In the event an interconnection agreement between Verizon and OLCR is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to OLCR's adoption of the Terms. OLCR should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and *may include phrases or wording not identical to those utilized in the Terms*. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. OLCR's adoption of the Z-Tel Terms shall become effective on May 5, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of OLCR. The term and termination provisions of the Z-Tel/Verizon agreement shall govern OLCR's adoption of the Terms.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of OLCR's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny OLCR's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to OLCR are greater than the costs of providing them to Z-Tel;
 - (b) if the provision of the Terms to OLCR is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to OLCR under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should OLCR attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against OLCR under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and OLCR's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of OLCR resulting from OLCR's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

VERIZON NORTH INC.



John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

05/02/04
(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

OLCR, INC.



Tracy Bogans
President

May 11, 2004
(DATE)

c: K.Robertson - Verizon

APPENDIX 1^{1 2}
V1.3

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0030000 ♦ per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0079536 ♦ per minute of use.

B. The Tandem Transit Service Charge is \$0.0047856 ♦ per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume⁴ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

¹ In the event this Appendix 1 refers to a service that is not available under the Terms, the Terms shall control. Nothing in this Appendix 1 shall be deemed to require Verizon to provide a service that the Terms do not require Verizon to provide.

² Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Terms between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

³ All rates and charges specified herein are pertaining to the Interconnection Provisions of the Terms.

⁴ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Services Available for Resale

The avoided cost discount for all Resale services is 22.80%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.71
Customer Record Search Per Account	\$ 11.72

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$282.17
Engineered Initial Service Order - As Specified	\$103.84
Engineered Subsequent Service Order	\$ 61.73
Non-Engineered Initial Service Order - New Service	\$ 38.02
Non-Engineered Initial Service Order - Changeover	\$ 21.01
Non-Engineered Initial Service Order - As Specified	\$ 68.20
Non-Engineered Subsequent Service Order	\$ 18.84
Central Office Connect	\$ 5.42
Outside Facility Connect	\$ 67.77
Manual Ordering Charge	\$ 11.93

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 36.65
Non-Engineered	\$ 11.07

Coordinated Conversions:

ISO	\$ 14.33
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Hot Coordinated Conversion First Hour:

ISO	\$ 24.22
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Application of NRCs

Pre-ordering:

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

Customer Record Search applies when OLCR requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to OLCR. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to OLCR. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter OLCR's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

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

Service Order Expedite (Engineered or Non-Engineered) applies if OLCR requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if OLCR requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly-Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)		
Density Cell 3	\$	11.76 ♦
Density Cell 4	\$	15.10 ♦
4 Wire Analog Loop (inclusive of NID)	\$	52.99
2 Wire Digital Loop (inclusive of NID)		
Density Cell 3	\$	11.76 ♦
Density Cell 4	\$	15.10 ♦
4 Wire Digital Loop (inclusive of NID)	\$	52.99
DS-1 Loop	\$	81.68
DS-3 Loop	\$	816.76
Supplemental Features:		
ISDN-BRI Line Loop Extender	\$	5.00
DS1 Clear Channel Capability	\$	23.81

Sub-Loop

2-Wire Feeder	\$	13.46
2-Wire Distribution	\$	29.80
4-Wire Feeder	\$	28.31
4-Wire Distribution	\$	51.85
2-Wire Drop	\$	6.60
4-Wire Drop	\$	6.87
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	\$	0.59 ♦
Complex (12 x) NID	\$	1.10

Switching

Port		
Basic Analog Line Side Port	\$	3.90
Coin Line Side Port	\$	7.57
iSDN BRI Digital Line Side Port	\$	15.02
DS-1 Digital Trunk Side Port	\$	104.32
ISDN PRI Digital Trunk Side Port	\$	131.26

--Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)		\$ 0.0030000
Common Shared Transport		
Transport Facility (Average MOU/ALM)		\$ 0.0000560
Transport Termination (Average MOU/Term)		\$ 0.0001680
Tandem Switching (Average MOU)		\$ 0.0045000
Terminating to Originating Ratio		1.00

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	13.55
CDT 4 Wire	\$	21.70
CDT DS1	\$	42.03
CDT DS3 Optical Interface	\$	703.38 ♦
CDT DS3 Electrical Interface	\$	762.00 ♦
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$.30
IDT DS0 Transport Termination	\$	10.55
IDT DS1 Transport Facility per ALM	\$	5.30
IDT DS1 Transport Termination	\$	51.05
IDT DS3 Transport Facility per ALM	\$	24.32
IDT DS3 Transport Termination	\$	65.52
Multiplexing		
DS1 to Voice Multiplexing	\$	191.11
DS3 to DS1 Multiplexing	\$	425.00 ♦
DS1 Clear Channel Capability	\$	23.81

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	\$	67.13
Dark Fiber Sub-Loop - Feeder	\$	53.17
Dark Fiber Sub-Loop - Distribution	\$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT -Facility	\$	24.80
Dark Fiber IDT -Termination	\$	6.34
Intermediate Office Cross Connect		TBD

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Terms (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Terms plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Terms plus UNE Vertical Services charges (optional per line charges, if allowed by the Terms).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

Line Splitting⁵

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	
<i>Initial Service Order, per order</i>	\$ 41.50
Transfer of Service Charge, per order	\$ 24.00
Subsequent Service Order, per order	\$ 24.00
Installation	
Unbundled Loop, per loop	\$ 29.50
Unbundled Port, per port	\$ 29.50
Loop Facility Charge, per order (See Note 1)	\$ 71.25
Customer Service Record Search	\$ 4.21

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$ 13.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Hot Coordinated Conversions First Hour:

ISO	\$ 23.52
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$ 4.79
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Addtl Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 29.50	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 29.50	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 29.50	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
CHANGEOVER CHARGE (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

LOOP CONDITIONING⁶

(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

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

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

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

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

⁶ These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Terms.

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING

BFR BFR BFR BFR

EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER*

Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER*

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

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

Customer Record Search applies when OLCR requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

- DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

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

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

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

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

Hot Coordinated Conversion First Hour applies if OLCR requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

See PA Intrastate Access Tariff, PUC #9.