

WILMER CUTLER PICKERING
HALE AND DORR LLP

March 18, 2005

Samir C. Jain

2445 M STREET NW
WASHINGTON, DC 20037
+1 202 663 6083
+1 202 663 6363 fax
samir.jain@wilmerhale.com

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Petition of AT&T Communications of Virginia Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, CC Docket Number 00-251

Dear Ms. Dortch:

Enclosed for filing on behalf of Verizon and AT&T, please find a copy of an executed amendment incorporating the pricing schedule exhibit to the Verizon-AT&T interconnection agreement (as well as such an executed amendment to the Verizon-TCG interconnection agreement) in compliance with the Bureau's March 11, 2005 Order. The Pricing Schedule attached to the March 11th Order requires several changes, including a few clean-up items, as well as changes needed to make the Pricing Schedule consistent with the text of the Order. Those changes are reflected in the attached version of the amendments, which have been executed by Verizon and AT&T. For ease of reference, we have enclosed a red-line version of the Pricing Schedule released with the March 11th Order showing the changes, which we summarize below:

Agreed-Upon Changes to Verizon-AT&T Pricing Schedule

- 1) On page 1 of the Pricing Schedule, the parties revised footnote 1 to remove references to a pending "Pricing Arbitration" to reflect the conclusion of that proceeding before the Bureau.
- 2) On page 11, the parties corrected the numbering on two footnotes. First, under Section G, the footnote number appearing after "ISDN Line Feature additions, disconnects or changes" should be 4 instead of 6, to correspond to the footnote at the bottom of the page. Second, under Section H, on the same page, the footnote number appearing after

“Individual Line Feature additions, disconnects or changes” should also be 4 instead of 6 for the same reason.

- 3) On page 24, the parties corrected the non-recurring rates for the DS1/DID/PBX Platform, the ISDN PRI Platform, the DS1/DID/DOD/PBX FX Platform and the ISDN PRI FX Platform. In paragraph 10 of the March 11th Order, the Bureau agreed, in part, with Verizon’s proposal for these rate elements. In referencing these rate elements, paragraph 11 states that “we agree with Verizon that the DS1 Loop to Customer Premise UNE appears to be a closer analog” to the above referenced four network elements than certain other elements. While page 24 of the Pricing Schedule reflects the DS1 Loop to Customer Premise UNE rates that Verizon proposed in the parties’ March 24, 2004 filing, the parties subsequently agreed on adjusted NRC rates to reflect the need for design time; those new NRC rates, including new rates for the DS1 Loop to Customer Premise UNE, were reflected in the parties’ May 7, 2004 filing and were included in the Pricing Schedule in the March 11th Order. Accordingly, to reflect this agreed-upon rate adjustment, the parties have corrected the Pricing Schedule by replacing the \$27.19 Install NRC and the \$19.41 Disconnect NRC listed in the Pricing Schedule for these four elements (which were the DS1 Loop to Customer Premise rates in the March 24, 2004 filing) with the \$37.68 Install NRC and \$23.80 Disconnect NRC rates, which are the design-time adjusted DS1 Loop to Customer Premise rates contained in the parties’ May 7, 2004 filing, and also reflected on page 12 of the Pricing Schedule released with the March 11th Order.
- 4) The section of the Pricing Schedule entitled AT&T Services, Facilities, and Arrangements, including Service or Element Descriptions and charges, was apparently inadvertently omitted and has been reinserted. These rates were agreed to by the Parties and were submitted to the Bureau in the Parties’ May 7, 2004 joint filing.

Please call me if you need any additional information.

Sincerely,



Samir Jain

ATTACHMENT 1

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON VIRGINIA INC.,
f/k/a BELL ATLANTIC – VIRGINIA, INC.**

and

AT&T COMMUNICATIONS OF VIRGINIA, INC.

This Amendment No. 2 (this "Amendment") is made pursuant to a series of FCC Orders in CC Docket Nos. 00-218 and 00-251, the most recent of such Orders being released March 11, 2005, and is effective pursuant to, in accordance with, and on the respective dates established by those orders of the FCC. This Amendment is by and between Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc., a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219 ("Verizon"), and AT&T Communications of Virginia, Inc., a Virginia corporation with offices at 3033 Chain Bridge Road, Oakton, Virginia 22185 ("AT&T"). Verizon and AT&T are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, dated as of October 8, 2002, as amended (the "Agreement"); and

WHEREAS, the Parties wish to further amend the Agreement (as set forth herein), as directed by the FCC in CC Docket Nos. 00-218 and 00-251.

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

1) Amendments to the Agreement.

(a) Exhibit A of this Amendment shall replace Exhibit A of the Agreement in its entirety.

(b) Notwithstanding anything set forth in the Agreement or this Amendment:

(i) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network

element under 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51, or (B) a network element Verizon is required by 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51 to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or AT&T's rights under the Agreement, this Amendment or Applicable Law.

(ii) For the avoidance of any doubt, from and after November 1, 2004, the rates, terms and conditions of that certain Amendment to the Agreement, dated as of November 1, 2004 ("Amendment No. 1"), shall apply in accordance with their terms. In the event of a conflict between Amendment No. 1 and this Amendment, Amendment No. 1 shall control.

(iii) For the avoidance of any doubt, this Amendment does not affect the Parties' respective rights and obligations (including, without limitation, as to rates and charges) set forth in the Order on Remand released by the FCC on February 4, 2005 in WC Docket No. 04-313 and CC Docket No. 01-338.

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. Subject to the terms of Section 1)(b)(ii) above, 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 this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect in accordance with their terms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed, . . .

**AT&T COMMUNICATIONS OF
VIRGINIA, INC.**

VERIZON VIRGINIA INC.

By: _____

By: Jeffrey A. Masoner
3/18/05

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

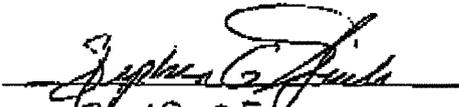
Title: Vice President - Interconnection Services
Policy and Planning

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

AT&T COMMUNICATIONS OF VIRGINIA, INC.

VERIZON VIRGINIA INC.

By: 
3-18-05

By: _____

Printed: Stephen G. Huels

Printed: Jeffrey A. Masoner

Title: Region Vice President

Title: Vice President - Interconnection Services Policy and Planning

EXHIBIT A¹
VERIZON VIRGINIA INC. and AT&T

DETAILED SCHEDULE OF ITEMIZED CHARGES

1. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

A. INTERCONNECTION

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

I. Local Traffic Termination

Traffic Delivered at Verizon End Office
Traffic Delivered at Verizon Tandem

\$0.000000 per MOU
\$0.000290 per MOU

Not Applicable
Not Applicable

II. Entrance Facilities and Transport for Interconnection

Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection

Per rates in Part B (Unbundled Network Elements), Sections I(A) (Unbundled Dedicated Transport - IOF) and III(A) (Unbundled Dedicated Transport - Entrance Facilities).

Per rates in Part B (Unbundled Network Elements), Sections I(A) (Unbundled Dedicated Transport - IOF) and III(A) (Unbundled Dedicated Transport - Entrance Facilities).

¹ In the event this Exhibit A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Exhibit A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide. Further, nothing in this Exhibit A shall be construed or used to waive, limit or interpret any arguments, positions, or statements by either Party in any regulatory, judicial, or legislative proceeding.

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

**Exchange Access Service
Interstate**

Per Verizon FCC Tariff number 1 as amended from time to time.

Intrastate

Per Verizon VA S.C.C.-VA. – No. 217 as amended from time to time.

III. Mid Span Fiber Meet Arrangements

To be charged in accordance with the requirements of Section 4 of this Agreement.

IV. Tandem Transit arrangements for Tandem Transit Traffic between AT&T and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6 Not Applicable

Tandem-Switched Transport

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6 Not Applicable

Transit Service Billing Fee

The Transit Service Billing Fee will equal five (5) percent of the monthly service charges incurred by AT&T with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level.

Transit Service Trunking Charge (for each relevant third party carrier)

The Transit Service Trunking Charge shall equal, with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level, the product of: (i) the monthly rate for the Dedicated Tandem Trunk Port, per interstate (Verizon FCC No. 1, Section 6.9.1) access tariff, multiplied by (ii) 24. The Transit Service Trunking Charge shall apply per DS1 level volume of calls, and per any fractional amount thereof rounded to the next highest DS1.

B. UNBUNDLED NETWORK ELEMENTS

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

I. Unbundled Dedicated Transport

A. Interoffice Transport (IOF)

Option 1 (Multiplexing & DCS).

DS-1	\$41.85/Month (includes both ends) \$3.02/Mile	<u>DS1:</u> \$18.63 Install, per line. \$4.88 Disconnect, per line.
DS-3	\$314.10/Month (includes both ends) \$42.71/Mile	<u>DS3:</u> \$18.63 Install, per line \$4.88 Disconnect, per line
STS-1	\$317.80/Month (includes both ends) \$42.93/Mile	<u>STS-1:</u> Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line

Service or Element Description:

Option 2 (DCS only).

DS-1

Recurring Charges:

\$27.39/Month (includes
both ends)
\$3.02/mile

Non-Recurring Charges:

DS1:

\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$314.10/Month
(includes both ends)
\$42.71/mile

DS3:

\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$317.80/Month
(includes both ends)
\$42.93/Mile

STS-1:

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Service or Element Description:
Option 3 (Multiplexing only).

Recurring Charges:

Non-Recurring Charges:

DS-1

\$53.80/Month (includes
both ends)
\$3.02/mile

DS1:
\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$295.23/Month
(includes both ends)
\$42.71/mile

DS3:
\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$298.94/Month
(includes both ends)
\$42.93/Mile

STS-1:
Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Common Transport		
Fixed - Common	\$.000054/MOU	Not Applicable
Per Mile	\$.000002/MOU/Mile	Not Applicable
III. Unbundled Dedicated Transport Entrance Facilities²		
DS-1 Entrance Facility	\$62.05/Month	<u>DS-1:</u> DS1 IOF Install NRC shall apply, per line DS1 IOF Disconnect NRC shall apply, per line
DS-3 Entrance Facility	\$412.42/Month	<u>DS-3:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
STS-1 Entrance Facility	\$414.56/Month	<u>STS-1:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line

² Nonrecurring Charges for Unbundled Dedicated Transport Entrance Facilities do not apply when ordered at the same time as Unbundled Dedicated Interoffice Transport for the same circuit. In such cases, only the Nonrecurring Charges associated with Unbundled Dedicated Interoffice Transport shall apply.

Recurring Charges:

Non-Recurring Charges:

IV. Unbundled Switching³

A. Local Switching Ports

POTS/PBX/Centrex \$2.83/Port/Month

Line Port (DS0, Analog):
\$4.65/Install per port
\$4.28/Disconnect per port

ISDN (BRI) or Centrex Port \$5.99/Port/Month

Line Port (ISLU):
\$4.65/Install per port
\$4.28/Disconnect per port

ISDN (PRI) \$118.71/Port/Month

Channelized DS1 Line Port (TR-303-IDT) NRC shall apply

³ Notwithstanding anything to the contrary in any other provision of this Agreement, pursuant to Verizon's declaration in its Application for Authorization to Provide In-Region, InterLATA Services in Virginia, WC Docket No. 02-214 (filed Aug. 1, 2002) and as described in paragraph 114 of the FCC's Memorandum Opinion and Order (FCC 02-297, adopted and released October 30, 2002), the rates for Unbundled Switching established in CC Docket No. 00-251 shall be effective as of August 1, 2002.

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

DID/DOD

\$5.22/Port/Month

Channelized DS1 Line Port
(TR-303-IDT) NRC shall
apply

IDLC per Interface Group
(TR008/GR303) Port (4 DS-1
Terminations per Port)

\$243.76/Port/Month

Channelized DS1 Line Port
(TR-303-IDT):

\$29.69/Install per DS-1

\$18.52/Disconnect per DS-1

Switched DS1 Port (DS 1 Port
w/Line Treatment)

\$42.37/Port/Month

Channelized DS1 Line Port
(TR-303-IDT) NRC shall
apply

Automatic Identified Outward
Dialing (AIOD)

\$2.37/Port/Month

\$4.65/Install per port

\$4.28/Disconnect per port

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
SMDI II (Simplified Message Desk Interface) Port	\$236.35/Port/Month	\$4.65/Install per port
Unbundled Coin Port (UCP)	\$3.43/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port
Unbundled Public Access Line Port (UPALP)	2.83/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port \$4.28/Disconnect per port
B. Unbundled Trunk Ports		
1. Dedicated Trunk Ports		
Dedicated Trunk Port – End Office	Included in Line Port Charge	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - Tandem	\$23.72/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - TOPS	\$13.73/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
2. Common Trunk Ports		
Common Trunk Port – End Office	Included in Line Port Charge	Not Applicable
Common Trunk Port - Tandem	\$.000107/MOU	Not Applicable
Common Trunk Port - TOPS	\$.000068/MOU	Not Applicable
C. Tandem Switching Usage	\$.000020/MOU	Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****D. Local Switching Usage**

POTS Originating

Included in Line Port

POTS Terminating

Included in Line Port

ISDN Originating Digital Circuit
Switched Voice

Included in Line Port

ISDN Terminating Digital Circuit
Switched Voice

Included in Line Port

ISDN Originating Digital Circuit
Switched Data

Included in Line Port

ISDN Terminating Digital Circuit
Switched Data

Included in Line Port

E. Centrex Features

UCD

Included in line port

Intercom & Features

Included in Line Port

Automatic Route Selection

Included in line port

Centrex Announcement

\$.2488/ month

Centrex Three-Way Conference

\$.1209/ month

Centrex Automatic Recall (Return Call)

\$.0472/ month

Centrex Distinctive Ringing

\$.0010/ month

Centrex Loudspeaker Paging

\$3.0322/month

Centrex Meet Me Conference

\$.0160/month

Centrex Selective Call Acceptance

\$.0105/month

Centrex Selective Call Forwarding

\$.0026/month

Centrex Selective Call Rejection

\$.0112/month

Centrex Six-Way Conference

\$.4418/month

Centrex Station Message Detail Record
(SMDR)

\$1.5915/month

Centrex Repeat Call

\$.0936/month

Centrex Call Transfer - All Calls

\$.0054/month

Centrex Call Waiting Terminating (All
Calls)

\$.00001/month

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Centrex Directed Call Pick-up with Barge-In (Originating)	\$.0007/month	
Centrex Executive Busy Override	\$.00003/month	
Centrex Feature additions, disconnects or changes ⁴		\$.26 per order
F. Individual ISDN Line Features		
ISDN Intercom	Included in Line Port	
ISDN Announcement	\$3.1143/month	
ISDN Six-Way Conference	\$.2779/month	
ISDN Three-Way Calling	\$.1209/month	
ISDN Call Pickup	\$.0001/month	
ISDN Selective Call Rejection	\$.0211/month	
ISDN Call Transfer Individual – All Calls (Ftr.578)	\$.0168/month	
Calling Name and Number Delivery	\$.8535/month/order	
ISDN Line Feature additions, disconnects or changes ⁴		\$.26 per order
G. Individual Line Features		
Res/Bus Features		
Call Waiting Display Name and Number	\$.0027/month	
Three Way Calling	\$.1209/month	
Remote Call Forwarding	\$.4794/month	
Calling Number Delivery	\$.0029/month	
Calling Number & Name Delivery	\$.9312/month	
Anonymous Call Rejection	\$.0119/month	
Automatic Recall (Return Call)	\$.0945/month	
Call Waiting	\$.00002/month	
Automatic Callback (Repeat Call)	\$.0936/month	
Individual Line Feature additions, disconnects or changes ⁴		\$.26 per order

⁴ The NRC feature charge only applies to additions, disconnects or changes to features after initial Port installation. This charge is applied per order. In addition to the features listed herein, the NRC feature charge is applicable for all features available via the requested switch port.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
V. Unbundled Loops		
2 Wire Basic Analog Loops (POTS Loops)	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month.	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
4 Wire Basic Loop	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	<u>4 Wire Loop:</u> \$26.92/Migration per line \$30.09/Install per line \$19.43/Disconnect per line
ISDN/BRI Loops	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
DS-1 Loops/ISDN PRI Loops	<u>Density Cell:</u> 1 - \$51.13/Month 2 - \$65.62/Month 3 - \$122.25/Month	<u>DS1 Loop to Customer Premise:</u> \$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
DS-3 Loops	<u>Density Cell:</u> 1-\$595.96 2-\$595.96 3-\$595.96	<u>DS3 Loop to Customer Premise:</u> \$33.42/Migration per line \$32.24/Install per line \$15.24/Disconnect per line
DDS/56 KD Loop	<u>Density Cell:</u> 1 - \$13.15/Month 2 - \$16.94/Month 3 - \$31.56/Month	4 Wire Loop NRC charges shall apply
Off Premise Extension Unbundled Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
Customer Specified Signaling - 4-Wire	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	4 Wire Loop NRC charges shall apply
2 Wire ADSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire SDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire IDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
4 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month.	4 Wire Loop NRC charges shall apply \$28.70/ Manual Loop Qualification, per loop

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

Digital Designed Loops

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options

Rates for 2 Wire ADSL or 2 Wire HDSL Loops as set forth above shall apply, as applicable

\$416.68/Loop
Required Removal of Load Coils greater than 18,000 feet
\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.

\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

Rates for 2 Wire ISDN Loops as set forth above shall apply

\$416.68
Required Removal of Load Coils greater than 18,000 feet
\$34.31
Engineering Query

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

2 Wire HDSL compatible Loops
(up to 12,000 feet) with Bridged
Tap removal

Rates for 2 Wire HDSL Loops as set forth above shall apply

\$42.52
Engineering Work Order Charge

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

4 Wire HDSL compatible Loops
(up to 12,000 feet) with Bridged
Tap removal

Rates for 4 Wire HDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

2 Wire SDSL compatible Loops
with Bridged Tap removal

Rates for 2 Wire SDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

2 Wire IDSL compatible Loops
(up to 18,000 feet) with Bridged
Tap removal

Rates for 2 Wire IDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

VI. Intrastate Collocation

As applicable per Verizon VA SCC Tariff No. 218 as amended
from time to time.

VII. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	*Option A⁵	*Option C VERIZON installs/ AT&T vendor installs	
Splitter Installation	\$1,565.08 per shelf		X	Not applicable	(1)	
Option A Administration and Support of Splitter	\$0 per shelf	X		(1)		
Option C Administration and Support of Splitter	\$4.77 per shelf	X			(1)	(1)
Splitter Equipment and Support	\$3.98 per shelf	X			(1)	(1)
WideBand Test Access	\$1.83 per line requested	X		(1)	(1)	(1)

***Both Option A and Option C assume there is an existing Collocation Arrangement.**

(1) = one required (2) = two required

⁵ Option A: An AT&T-provided splitter shall be provided, installed and maintained by AT&T in its own Collocation space. Rearrangements are the responsibility of AT&T. Verizon dial tone is routed through the splitter in AT&T Collocation area.

Option C: Verizon will install, inventory and maintain AT&T provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>Option A</i>	<i>Option C VERIZON installs/ AT&T vendor installs</i>	
Line Sharing Install	\$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	\$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	\$0 per link	X		(1)	(1)	(1)
Manual Loop Qualification	\$28.70		X	(1)	(1)	(1)
OSS Charges	\$0.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

VIII. Line Splitting

Per rates listed in Sections VII and XIV.

Per rates listed in Sections VII and XIV.

IX. Intentionally Omitted

X. Signaling and Databases

1. SS7

SS7 Link

\$.13/Month/Mile

SS7 Link (DS0):

\$30.44/Install per line

\$13.70/Disconnect per line

SS7 Link (DS1):

\$34.46/Install per line

\$11.77/Disconnect per line

STP Port Termination

\$286.98/Month/port

SS7 STP Global Title

Translations 'A Link' Only:

\$56.61/Install per port

\$50.98/Disconnect per port

SS7 STP Message Transfer

Part 'A Link' Only:

\$42.18/Install per port

\$35.67/Disconnect per port

2. 800/888/877 Database

Basic Query

\$.0001367/Query

Not Applicable

Vertical Query

\$.0001367/Query

Not Applicable

3. LIDB Validation

LIDB Point Codes

Not Applicable

\$80.93/Point Code

Calling Card

\$.019197/Query

Not Applicable

Billed Number Screening

\$.019197/Query

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$2723.00/24 Hour Day	Not Applicable
b. On-Premise	\$2723.00/24 Hour Day	Not Applicable
Certification & Testing	\$60.81/Hour	Not Applicable
Help Desk Support	\$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	\$3.36/Month	Not Applicable
Database Queries		
a. Network Query	\$.00028/Query	Not Applicable
b. AT&T Network Query	\$.00028/Query	Not Applicable
c. AT&T Switch Query	\$.00028/Query	Not Applicable
Utilization Element	\$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	\$.01272/Change	Not Applicable
Switch Based Announcement	\$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	\$\$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	\$0.89/NID	Not Applicable
4 Wire	\$.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	\$.89/NID	\$41.89
4 Wire NID	\$.95/NID	\$41.89
DS1 NID	\$6.26/NID/month	\$41.89
3. UNE Shared NID (per line)		
	\$.28/Line	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XII. Dark Fiber		
Verizon C.O. to Verizon C.O.		
Serving Wire Center ("SWC") Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install
IOF Mileage/Pair/Mile	\$131.00	\$10.24 - Disconnect
Unbundled Dark Fiber - Loop		
SWC Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install
Loop Charge/Pair/Rate Group:		\$10.24 - Disconnect
Density Zone 1	\$172.01	
Density Zone 2	\$255.87	
Density Zone 3	\$322.91	

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

<u>A. EEL Loop Test Charges</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
2 Wire Analog - per loop	\$0.38/Loop	Not Applicable
2 Wire Digital - per loop	\$0.49/Loop	Not Applicable
4 Wire Analog - per loop	\$1.20/Loop	Not Applicable
DS1 - Per Loop	\$2.64/Loop	Not Applicable
DDS/56 KD Loop	\$1.30/Loop	Not Applicable
<u>B. EEL IOF Voice Grade Transport</u>		
Fixed	\$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	\$.13/mile	DS1 IOF Disconnect NRC shall apply, per line

Service or Element Description:

XIV. UNE PLATFORM COMBINATIONS⁶

Centrex Platform

Recurring Charges

Non-Recurring Charges

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

ISDN Centrex Platform

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

POTS Platform

POTS/ISDN BRI:

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

Coin Platform

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

Public Access Line Platform

\$.26/Migration per line
\$.26/Install per line
\$.26/Disconnect per line

⁶ The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

Service or Element Description:	Recurring Charges	Non-Recurring Charges
DS1/DID/DOD/PBX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
POTS/ISDN BRI FX Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI FX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line

C. RESALE

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if AT&T provides
own operator services platform 14.74%

Resale of retail services if AT&T uses
Verizon operator services platform 13.11%

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. OPERATION SUPPORT SYSTEMS		
1. Ongoing and Recovery of one time expense (during 10 year period)		Not Applicable
	\$.85/per UNE Loop/Platform/Combination or Resold Line/per month	
Ongoing only (after 10 year period)	\$.48/ per UNE Loop/Platform/Combination or Resold Line/per month	Not Applicable
2. Billing - Changes in rate structure. CD-ROM. Communication Ports, and DUF Transport no longer applicable per PLM		
a. Daily Usage File		
a.1. Existing Message Recording	\$.00111/Message	Not Applicable
a.2. Delivery of DUF		
Per Media (Data Tape/Cartridge)	\$21.36/Tape or Cartridge	Not Applicable
Per Record Transmitted (f/k/a Network Data Mover)	\$.000133/Message	Not Applicable
E. 911/E911		
Transport	Per section B. Above	
Data Entry and Maintenance	No Charge	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$11.74 Labor Charge/ Quarter Hour starting from dispatch. Charges only applicable to Inside Wire jobs.
Labor - CO Technician	Not Applicable	\$11.15 per Quarter Hour
H. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to AT&T per separate arrangement	

2. AT&T SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Traffic Termination		
Traffic Delivered at End Office	\$0.000000 per MOU	Not Applicable
Traffic Delivered at Tandem	\$0.000290 per MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per AT&T FCC exchange access tariff as amended from time to time.	
Intrastate	Per AT&T VA tariff exchange access tariff as amended from time to time.	
III. Entrance Facilities and Transport for Interconnection	Per AT&T Access Services Tariff SCC VA No. 10 as amended from time to time.	
IV. All Other AT&T Services Available to Verizon for Purposes of Effectuating Local Exchange Competition	Available at AT&T's tariffed or otherwise generally available rates.	

ATTACHMENT 2

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON VIRGINIA INC.,
f/k/a BELL ATLANTIC – VIRGINIA, INC.**

and

TCG VIRGINIA, INC.

This Amendment No. 2 (this “Amendment”) is made pursuant to a series of FCC Orders in CC Docket Nos. 00-218 and 00-251, the most recent of such Orders being released March 11, 2005, and is effective pursuant to, in accordance with, and on the respective dates established by those orders of the FCC. This Amendment is by and between Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc., a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219 (“Verizon”), and TCG Virginia, Inc., a Virginia corporation with offices at 3033 Chain Bridge Road, Oakton, Virginia 22185 (“TCG”). Verizon and TCG are referred to herein collectively as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, Verizon and TCG are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, dated as of October 8, 2002, as amended (the "Agreement"); and

WHEREAS, the Parties wish to further amend the Agreement (as set forth herein), as directed by the FCC in CC Docket Nos. 00-218 and 00-251.

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

- 1) Amendments to the Agreement.
 - (a) Exhibit A of this Amendment shall replace Exhibit A of the Agreement in its entirety.
 - (b) Notwithstanding anything set forth in the Agreement or this Amendment:
 - (i) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network element under 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51, or (B) a

network element Verizon is required by 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51 to provide to TCG on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or TCG'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 Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or TCG's rights under the Agreement, this Amendment or Applicable Law.

(ii) For the avoidance of any doubt, from and after November 1, 2004, the rates, terms and conditions of that certain Amendment to the Agreement, dated as of November 1, 2004 ("Amendment No. 1"), shall apply in accordance with their terms. In the event of a conflict between Amendment No. 1 and this Amendment, Amendment No. 1 shall control.

(iii) For the avoidance of any doubt, this Amendment does not affect the Parties' respective rights and obligations (including, without limitation, as to rates and charges) set forth in the Order on Remand released by the FCC on February 4, 2005 in WC Docket No. 04-313 and CC Docket No. 01-338.

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. Subject to the terms of Section 1)(b)(ii) above, 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 this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect in accordance with their terms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

TCG VIRGINIA, INC.

VERIZON VIRGINIA INC.

By: _____

By: Jeffrey A. Masoner
3/18/05

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

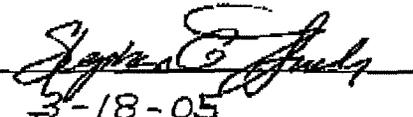
Title: Vice President - Interconnection Services
Policy and Planning

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

TCG VIRGINIA, INC.

VERIZON VIRGINIA INC.

By: 
3-18-05

By: _____

Printed: Stephen G. Huels

Printed: Jeffrey A. Masoner

Title: Region Vice President

Title: Vice President - Interconnection Services
Policy and Planning

EXHIBIT A¹
VERIZON VIRGINIA INC. and TCG

DETAILED SCHEDULE OF ITEMIZED CHARGES

1. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

A. INTERCONNECTION

Service or Element Description:

Recurring Charges:

**Non-Recurring
Charges:**

I. Local Traffic Termination

Traffic Delivered at Verizon End Office

\$0.000000 per MOU

Not Applicable

Traffic Delivered at Verizon Tandem

\$0.000290 per MOU

Not Applicable

**II. Entrance Facilities and Transport for
Interconnection**

Entrance facilities, and transport, as appropriate,
for Interconnection at Verizon End Office,
Tandem Office, or other Point of
Interconnection

Per rates in Part B
(Unbundled Network
Elements), Sections I(A)
(Unbundled Dedicated
Transport - IOF) and
III(A) (Unbundled
Dedicated Transport -
Entrance Facilities).

Per rates in Part B
(Unbundled Network
Elements), Sections I(A)
(Unbundled Dedicated
Transport - IOF) and
III(A) (Unbundled
Dedicated Transport -
Entrance Facilities).

¹ In the event this Exhibit A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Exhibit A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide. Further, nothing in this Exhibit A shall be construed or used to waive, limit or interpret any arguments, positions, or statements by either Party in any regulatory, judicial, or legislative proceeding.

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

Exchange Access Service

Interstate

Intrastate

Per Verizon FCC Tariff number 1 as amended from time to time.

Per Verizon VA S.C.C.-VA. – No. 217 as amended from time to time.

III. Mid Span Fiber Meet Arrangements

To be charged in accordance with the requirements of Section 4 of this Agreement.

IV. Tandem Transit arrangements for Tandem Transit Traffic between TCG and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6

Not Applicable

Tandem-Switched Transport

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6

Not Applicable

Transit Service Billing Fee

The Transit Service Billing Fee will equal five (5) percent of the monthly service charges incurred by TCG with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level.

Transit Service Trunking Charge (for each relevant third party carrier)

The Transit Service Trunking Charge shall equal, with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level, the product of: (i) the monthly rate for the Dedicated Tandem Trunk Port, per interstate (Verizon FCC No. 1, Section 6.9.1) access tariff, multiplied by (ii) 24. The Transit Service Trunking Charge shall apply per DS1 level volume of calls, and per any fractional amount thereof rounded to the next highest DS1.

B. UNBUNDLED NETWORK ELEMENTS

Service or Element Description:

I. Unbundled Dedicated Transport

A. Interoffice Transport (IOF)

Option 1 (Multiplexing & DCS).

Recurring Charges:

Non-Recurring Charges:

DS-1

\$41.85/Month (includes both ends)
\$3.02/Mile

DS1:

\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$314.10/Month (includes both ends)
\$42.71/Mile

DS3:

\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$317.80/Month (includes both ends)
\$42.93/Mile

STS-1:

Option 1 DS3 IOF Install
NRC shall apply, per line

Option 1 DS3 IOF
Disconnect NRC shall
apply, per line

Service or Element Description:

Option 2 (DCS only).

DS-1

Recurring Charges:

\$27.39/Month (includes
both ends)
\$3.02/mile

Non-Recurring Charges:

DS1:

\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$314.10/Month
(includes both ends)
\$42.71/mile

DS3:

\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$317.80/Month
(includes both ends)
\$42.93/Mile

STS-1:

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Service or Element Description:
Option 3 (Multiplexing only).

Recurring Charges:

Non-Recurring Charges:

DS-1

\$53.80/Month (includes
both ends)
\$3.02/mile

DS1:

\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$295.23/Month
(includes both ends)
\$42.71/mile

DS3:

\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$298.94/Month
(includes both ends)
\$42.93/Mile

STS-1:

Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Common Transport		
Fixed - Common	\$.000054/MOU	Not Applicable
Per Mile	\$.000002/MOU/Mile	Not Applicable
III. Unbundled Dedicated Transport Entrance Facilities²		
DS-1 Entrance Facility	\$62.05/Month	<u>DS-1:</u> DS1 IOF Install NRC shall apply, per line DS1 IOF Disconnect NRC shall apply, per line
DS-3 Entrance Facility	\$412.42/Month	<u>DS-3:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
STS-1 Entrance Facility	\$414.56/Month	<u>STS-1:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line

² Nonrecurring Charges for Unbundled Dedicated Transport Entrance Facilities do not apply when ordered at the same time as Unbundled Dedicated Interoffice Transport for the same circuit. In such cases, only the Nonrecurring Charges associated with Unbundled Dedicated Interoffice Transport shall apply.

Recurring Charges:

Non-Recurring Charges:

IV. Unbundled Switching³

A. Local Switching Ports

POTS/PBX/Centrex \$2.83/Port/Month

Line Port (DS0, Analog):

\$4.65/Install per port

\$4.28/Disconnect per port

ISDN (BRI) or Centrex Port \$5.99/Port/Month

Line Port (ISLU):

\$4.65/Install per port

\$4.28/Disconnect per port

ISDN (PRI) \$118.71/Port/Month

Channelized DS1 Line Port (TR-303-IDT) NRC shall apply

³ Notwithstanding anything to the contrary in any other provision of this Agreement, pursuant to Verizon's declaration in its Application for Authorization to Provide In-Region, InterLATA Services in Virginia, WC Docket No. 02-214 (filed Aug. 1, 2002) and as described in paragraph 114 of the FCC's Memorandum Opinion and Order (FCC 02-297, adopted and released October 30, 2002), the rates for Unbundled Switching established in CC Docket No. 00-251 shall be effective as of August 1, 2002.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
DID/DOD	\$5.22/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRC shall apply
IDLC per Interface Group (TR008/GR303) Port (4 DS-1 Terminations per Port)	\$243.76/Port/Month	Channelized DS1 Line Port (TR-303-IDT): \$29.69/Install per DS-1 \$18.52/Disconnect per DS-1
Switched DS1 Port (DS 1 Port w/Line Treatment)	\$42.37/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRC shall apply
Automatic Identified Outward Dialing (AIOD)	\$2.37/Port/Month	\$4.65/Install per port \$4.28/Disconnect per port

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
SMDI II (Simplified Message Desk Interface) Port	\$236.35/Port/Month	\$4.65/Install per port
Unbundled Coin Port (UCP)	\$3.43/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port
Unbundled Public Access Line Port (UPALP)	2.83/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port \$4.28/Disconnect per port
B. Unbundled Trunk Ports		
1. Dedicated Trunk Ports		
Dedicated Trunk Port – End Office	Included in Line Port Charge	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - Tandem	\$23.72/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - TOPS	\$13.73/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
2. Common Trunk Ports		
Common Trunk Port – End Office	Included in Line Port Charge	Not Applicable
Common Trunk Port - Tandem	\$.000107/MOU	Not Applicable
Common Trunk Port - TOPS	\$.000068/MOU	Not Applicable
C. Tandem Switching Usage	\$.000020/MOU	Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. Local Switching Usage		
POTS Originating	Included in Line Port	
POTS Terminating	Included in Line Port	
ISDN Originating Digital Circuit Switched Voice	Included in Line Port	
ISDN Terminating Digital Circuit Switched Voice	Included in Line Port	
ISDN Originating Digital Circuit Switched Data	Included in Line Port	
ISDN Terminating Digital Circuit Switched Data	Included in Line Port	
E. Centrex Features		
UCD	Included in line port	
Intercom & Features	Included in Line Port	
Automatic Route Selection	Included in line port	
Centrex Announcement	\$.2488/ month	
Centrex Three-Way Conference	\$.1209/ month	
Centrex Automatic Recall (Return Call)	\$.0472/ month	
Centrex Distinctive Ringing	\$.0010/ month	
Centrex Loudspeaker Paging	\$3.0322/month	
Centrex Meet Me Conference	\$.0160/month	
Centrex Selective Call Acceptance	\$.0105/month	
Centrex Selective Call Forwarding	\$.0026/month	
Centrex Selective Call Rejection	\$.0112/month	
Centrex Six-Way Conference	\$.4418/month	
Centrex Station Message Detail Record (SMDR)	\$1.5915/month	
Centrex Repeat Call	\$.0936/month	
Centrex Call Transfer - All Calls	\$.0054/month	
Centrex Call Waiting Terminating (All Calls)	\$.00001/month	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Centrex Directed Call Pick-up with Barge-In (Originating)	\$.0007/month	
Centrex Executive Busy Override	\$.00003/month	
Centrex Feature additions, disconnects or changes ⁴		\$.26 per order
F. Individual ISDN Line Features		
ISDN Intercom	Included in Line Port	
ISDN Announcement	\$3.1143/month	
ISDN Six-Way Conference	\$.2779/month	
ISDN Three-Way Calling	\$.1209/month	
ISDN Call Pickup	\$.0001/month	
ISDN Selective Call Rejection	\$.0211/month	
ISDN Call Transfer Individual – All Calls (Ftr.578)	\$.0168/month	
Calling Name and Number Delivery	\$.8535/month/order	
ISDN Line Feature additions, disconnects or changes ⁴		\$.26 per order
G. Individual Line Features Res/Bus Features		
Call Waiting Display Name and Number	\$.0027/month	
Three Way Calling	\$.1209/month	
Remote Call Forwarding	\$.4794/month	
Calling Number Delivery	\$.0029/month	
Calling Number & Name Delivery	\$.9312/month	
Anonymous Call Rejection	\$.0119/month	
Automatic Recall (Return Call)	\$.0945/month	
Call Waiting	\$.00002/month	
Automatic Callback (Repeat Call)	\$.0936/month	
Individual Line Feature additions, disconnects or changes ⁴		\$.26 per order

⁴ The NRC feature charge only applies to additions, disconnects or changes to features after initial Port installation. This charge is applied per order. In addition to the features listed herein, the NRC feature charge is applicable for all features available via the requested switch port.

Service or Element Description: Recurring Charges: Non-Recurring Charges:

V. Unbundled Loops

2 Wire Basic Analog Loops (POTS Loops)	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month.	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
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4 Wire Basic Loop	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	<u>4 Wire Loop:</u> \$26.92/Migration per line \$30.09/Install per line \$19.43/Disconnect per line
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ISDN/BRI Loops	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
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DS-1 Loops/ISDN PRI Loops	<u>Density Cell:</u> 1 - \$51.13/Month 2 - \$65.62/Month 3 - \$122.25/Month	<u>DS1 Loop to Customer Premise:</u> \$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
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DS-3 Loops	<u>Density Cell:</u> 1-\$595.96 2-\$595.96 3-\$595.96	<u>DS3 Loop to Customer Premise:</u> \$33.42/Migration per line \$32.24/Install per line \$15.24/Disconnect per line
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DDS/56 KD Loop	<u>Density Cell:</u> 1 - \$13.15/Month 2 - \$16.94/Month 3 - \$31.56/Month	4 Wire Loop NRC charges shall apply
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Off Premise Extension Unbundled Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
Customer Specified Signaling - 4-Wire	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	4 Wire Loop NRC charges shall apply
2 Wire ADSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire SDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire IDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
4 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month.	4 Wire Loop NRC charges shall apply \$28.70/ Manual Loop Qualification, per loop

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

Digital Designed Loops

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options

Rates for 2 Wire ADSL or 2 Wire HDSL Loops as set forth above shall apply, as applicable

\$416.68/Loop
Required Removal of Load Coils greater than 18,000 feet
\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

Rates for 2 Wire ISDN Loops as set forth above shall apply

\$416.68
Required Removal of Load Coils greater than 18,000 feet
\$34.31
Engineering Query

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

2 Wire HDSL compatible Loops
(up to 12,000 feet) with Bridged
Tap removal

Rates for 2 Wire HDSL Loops as set forth above shall apply

\$42.52
Engineering Work Order Charge

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

4 Wire HDSL compatible Loops
(up to 12,000 feet) with Bridged
Tap removal

Rates for 4 Wire HDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

2 Wire SDSL compatible Loops
with Bridged Tap removal

Rates for 2 Wire SDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

2 Wire IDSL compatible Loops
(up to 18,000 feet) with Bridged
Tap removal

Rates for 2 Wire IDSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less
than 2500 Feet.

\$34.31
Engineering Query
\$42.52

Engineering Work Order Charge

VI. Intrastate Collocation

As applicable per Verizon VA SCC Tariff No. 218 as amended
from time to time.

VII. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	*Option A⁵	*Option C VERIZON installs/ TCG vendor installs	
Splitter Installation	\$1,565.08 per shelf		X	<i>Not applicable</i>	(1)	
Option A Administration and Support of Splitter	\$0 per shelf	X		(1)		
Option C Administration and Support of Splitter	\$4.77 per shelf	X			(1)	(1)
Splitter Equipment and Support	\$3.98 per shelf	X			(1)	(1)
WideBand Test Access	\$1.83 per line requested	X		(1)	(1)	(1)

***Both Option A and Option C assume there is an existing Collocation Arrangement.**

(1) = one required (2) = two required

⁵ Option A: An TCG-provided splitter shall be provided, installed and maintained by TCG in its own Collocation space. Rearrangements are the responsibility of TCG. Verizon dial tone is routed through the splitter in TCG Collocation area.

Option C: Verizon will install, inventory and maintain TCG provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>Option A</i>	<i>Option C VERIZON installs/ TCG vendor installs</i>	
Line Sharing Install	\$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	\$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	\$0 per link	X		(1)	(1)	(1)
Manual Loop Qualification	\$28.70		X	(1)	(1)	(1)
OSS Charges	\$0.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

VIII. Line Splitting

Per rates listed in Sections VII and XIV.

Per rates listed in Sections VII and XIV.

IX. Intentionally Omitted

X. Signaling and Databases

1. SS7

SS7 Link

\$.13/Month/Mile

SS7 Link (DS0):

\$30.44/Install per line

\$13.70/Disconnect per line

SS7 Link (DS1):

\$34.46/Install per line

\$11.77/Disconnect per line

STP Port Termination

\$286.98/Month/port

SS7 STP Global Title

Translations 'A Link' Only:

\$56.61/Install per port

\$50.98/Disconnect per port

SS7 STP Message Transfer

Part 'A Link' Only:

\$42.18/Install per port

\$35.67/Disconnect per port

2. 800/888/877 Database

Basic Query

\$.0001367/Query

Not Applicable

Vertical Query

\$.0001367/Query

Not Applicable

3. LIDB Validation

LIDB Point Codes

Not Applicable

\$80.93/Point Code

Calling Card

\$.019197/Query

Not Applicable

Billed Number Screening

\$.019197/Query

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$2723.00/24 Hour Day	Not Applicable
b. On-Premise	\$2723.00/24 Hour Day	Not Applicable
Certification & Testing	\$60.81/Hour	Not Applicable
Help Desk Support	\$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	\$3.36/Month	Not Applicable
Database Queries		
a. Network Query	\$.00028/Query	Not Applicable
b. TCG Network Query	\$.00028/Query	Not Applicable
c. TCG Switch Query	\$.00028/Query	Not Applicable
Utilization Element	\$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	\$.01272/Change	Not Applicable
Switch Based Announcement	\$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	\$\$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	\$0.89/NID	Not Applicable
4 Wire	\$.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	\$.89/NID	\$41.89
4 Wire NID	\$.95/NID	\$41.89
DS1 NID	\$6.26/NID/month	\$41.89
3. UNE Shared NID (per line)		
	\$.28/Line	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XII. Dark Fiber		
Verizon C.O. to Verizon C.O.		
Serving Wire Center ("SWC") Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install
IOF Mileage/Pair/Mile	\$131.00	\$10.24 - Disconnect
Unbundled Dark Fiber - Loop		
SWC Charge/SWC/Pair	\$13.45	Fiber Cross Connects: \$9.36 – Install
Loop Charge/Pair/Rate Group:		\$10.24 - Disconnect
Density Zone 1	\$172.01	
Density Zone 2	\$255.87	
Density Zone 3	\$322.91	

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

<u>A. EEL Loop Test Charges</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
2 Wire Analog - per loop	\$0.38/Loop	Not Applicable
2 Wire Digital - per loop	\$0.49/Loop	Not Applicable
4 Wire Analog - per loop	\$1.20/Loop	Not Applicable
DS1 - Per Loop	\$2.64/Loop	Not Applicable
DDS/56 KD Loop	\$1.30/Loop	Not Applicable
<u>B. EEL IOF Voice Grade Transport</u>		
Fixed	\$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	\$.13/mile	DS1 IOF Disconnect NRC shall apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
XIV. UNE PLATFORM COMBINATIONS⁶		
Centrex Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
ISDN Centrex Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
POTS Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
Coin Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
Public Access Line Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line

⁶ The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

Service or Element Description:	Recurring Charges	Non-Recurring Charges
DS1/DID/DOD/PBX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
POTS/ISDN BRI FX Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line
ISDN PRI FX Platform		\$36.88./Migration per line \$37.68/Install per line \$23.80/Disconnect per line

C. RESALE

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if TCG provides own operator services platform 14.74%

Resale of retail services if TCG uses Verizon operator services platform 13.11%

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. OPERATION SUPPORT SYSTEMS		
1. Ongoing and Recovery of one time expense (during 10 year period)		Not Applicable
	\$.85/per UNE Loop/Platform/Combination or Resold Line/per month	
Ongoing only (after 10 year period)		Not Applicable
	\$.48/ per UNE Loop/Platform/Combination or Resold Line/per month	
2. Billing - Changes in rate structure. CD-ROM. Communication Ports, and DUF Transport no longer applicable per PLM		
a. Daily Usage File		
a.1. Existing Message Recording	\$.00111/Message	Not Applicable
a.2. Delivery of DUF		
Per Media (Data Tape/Cartridge)	\$21.36/Tape or Cartridge	Not Applicable
Per Record Transmitted (f/k/a Network Data Mover)	\$.000133/Message	Not Applicable
E. 911/E911		
Transport	Per section B. Above	
Data Entry and Maintenance	No Charge	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$11.74 Labor Charge/ Quarter Hour starting from dispatch. Charges only applicable to Inside Wire jobs.
Labor - CO Technician	Not Applicable	\$11.15 per Quarter Hour
H. Directory Listings & Books		
Primary Listings	No Charge Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
Additional Tariffed Listing Services	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to TCG per separate arrangement	

2. TCG SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Local Traffic Termination		
Traffic Delivered at End Office	\$0.000000 per MOU	Not Applicable
Traffic Delivered at Tandem	\$0.000290 per MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per TCG FCC exchange access tariff as amended from time to time.	
Intrastate	Per TCG VA tariff exchange access tariff as amended from time to time.	
III. Entrance Facilities and Transport for Interconnection	Per TCG Access Services Tariff VSCC No. 2 as amended from time to time.	
IV. All Other TCG Services Available to Verizon for Purposes of Effectuating Local Exchange Competition	Available at TCG's tariffed or otherwise generally available rates.	

ATTACHMENT 3

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON VIRGINIA INC.,
f/k/a BELL ATLANTIC – VIRGINIA, INC.**

and

AT&T COMMUNICATIONS OF VIRGINIA, INC.

This Amendment No. 2 (this "Amendment") is made pursuant to a series of FCC Orders in CC Docket Nos. 00-218 and 00-251, the most recent of such Orders being released March 11, 2005, and is effective pursuant to, in accordance with, and on the respective dates established by those orders of the FCC. This Amendment is by and between Verizon Virginia Inc., f/k/a Bell Atlantic – Virginia, Inc., a Virginia corporation with offices at 600 East Main Street, 11th Floor, Richmond, Virginia 23219 ("Verizon"), and AT&T Communications of Virginia, Inc., a Virginia corporation with offices at 3033 Chain Bridge Road, Oakton, Virginia 22185 ("AT&T"). Verizon and AT&T are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, dated as of October 8, 2002, as amended (the "Agreement"); and

WHEREAS, the Parties wish to further amend the Agreement (as set forth herein), as directed by the FCC in CC Docket Nos. 00-218 and 00-251.

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

- 1) Amendments to the Agreement.
 - (a) Exhibit A of this Amendment shall replace Exhibit A of the Agreement in its entirety.
 - (b) Notwithstanding anything set forth in the Agreement or this Amendment:

(i) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network element under 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51, or (B) a network element Verizon is required by 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51 to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon's or AT&T'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 Virginia State Corporation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations or AT&T's rights under the Agreement, this Amendment or Applicable Law.

(ii) For the avoidance of any doubt, from and after November 1, 2004, the rates, terms and conditions of that certain Amendment to the Agreement, dated as of November 1, 2004 ("Amendment No. 1"), shall apply in accordance with their terms. In the event of a conflict between Amendment No. 1 and this Amendment, Amendment No. 1 shall control.

(iii) For the avoidance of any doubt, this Amendment does not affect the Parties' respective rights and obligations (including, without limitation, as to rates and charges) set forth in the Order on Remand released by the FCC on February 4, 2005 in WC Docket No. 04-313 and CC Docket No. 01-338.

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. Subject to the terms of Section 1)(b)(ii) above, 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 this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and,

except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect in accordance with their terms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

**AT&T COMMUNICATIONS OF
VIRGINIA, INC.**

VERIZON VIRGINIA INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President - Interconnection Services
Policy and Planning

EXHIBIT A¹
VERIZON VIRGINIA INC. and AT&T

DETAILED SCHEDULE OF ITEMIZED CHARGES

1. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

A. INTERCONNECTION

Service or Element Description:	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Local Traffic Termination		
Traffic Delivered at Verizon End Office	\$0.000000 per MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$0.000290 per MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection		
Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per rates in Part B (Unbundled Network Elements), Sections I(A) (Unbundled Dedicated Transport - IOF) and III(A) (Unbundled Dedicated Transport - Entrance Facilities).	Per rates in Part B (Unbundled Network Elements), Sections I(A) (Unbundled Dedicated Transport - IOF) and III(A) (Unbundled Dedicated Transport - Entrance Facilities).

¹ In the event this Exhibit A refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Exhibit A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide. ~~The Parties acknowledge that the rates and charges set forth in this Exhibit A are subject to change pending decision(s) with respect to *In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket Nos. 00-218 and 00-251 (“Pricing Arbitration”).~~ Further, nothing in this Exhibit A shall be construed or used to waive, limit or interpret any arguments, positions, or statements by either Party in any regulatory, judicial, or legislative proceeding, ~~including the Pricing Arbitration.~~

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

**Exchange Access Service
Interstate**

Per Verizon FCC Tariff number 1 as amended from time to time.

Intrastate

Per Verizon VA S.C.C.-VA. – No. 217 as amended from time to time.

III. Mid Span Fiber Meet Arrangements

To be charged in accordance with the requirements of Section 4 of this Agreement.

IV. Tandem Transit arrangements for Tandem Transit Traffic between AT&T and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6 Not Applicable

Tandem-Switched Transport

Per Verizon Tariff F.C.C. No. 1, Section 6 and Verizon Virginia, Inc Tariff S.C.C. VA No. 217 Section 6 Not Applicable

Transit Service Billing Fee

The Transit Service Billing Fee will equal five (5) percent of the monthly service charges incurred by AT&T with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level.

Transit Service Trunking Charge (for each relevant third party carrier)

The Transit Service Trunking Charge shall equal, with respect to each third party CLEC for which the Tandem Transit Traffic achieves the Threshold Level, the product of: (i) the monthly rate for the Dedicated Tandem Trunk Port, per interstate (Verizon FCC No. 1, Section 6.9.1) access tariff, multiplied by (ii) 24. The Transit Service Trunking Charge shall apply per DS1 level volume of calls, and per any fractional amount thereof rounded to the next highest DS1.

B. UNBUNDLED NETWORK ELEMENTS

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

I. Unbundled Dedicated Transport

A. Interoffice Transport (IOF)

Option 1 (Multiplexing & DCS).

DS-1	\$41.85/Month (includes both ends) \$3.02/Mile	<u>DS1:</u> \$18.63 Install, per line. \$4.88 Disconnect, per line.
DS-3	\$314.10/Month (includes both ends) \$42.71/Mile	<u>DS3:</u> \$18.63 Install, per line \$4.88 Disconnect, per line
STS-1	\$317.80/Month (includes both ends) \$42.93/Mile	<u>STS-1:</u> Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line

Service or Element Description:
Option 2 (DCS only).

DS-1

DS-3

STS-1

Recurring Charges:

\$27.39/Month (includes
both ends)
\$3.02/mile

\$314.10/Month
(includes both ends)
\$42.71/mile

\$317.80/Month
(includes both ends)
\$42.93/Mile

Non-Recurring Charges:

DS1:

\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS3:

\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1:

Option 2 DS3 IOF Install
NRC shall apply, per line

Option 2 DS3 IOF
Disconnect NRC shall
apply, per line

Service or Element Description:
Option 3 (Multiplexing only).

Recurring Charges:

Non-Recurring Charges:

DS-1

\$53.80/Month (includes
both ends)
\$3.02/mile

DS1:
\$18.63 Install, per line.

\$4.88 Disconnect, per line.

DS-3

\$295.23/Month
(includes both ends)
\$42.71/mile

DS3:
\$18.63 Install, per line

\$4.88 Disconnect, per line

STS-1

\$298.94/Month
(includes both ends)
\$42.93/Mile

STS-1:
Option 3 DS3 IOF Install
NRC shall apply, per line

Option 3 DS3 IOF
Disconnect NRC shall
apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Common Transport		
Fixed - Common	\$.000054/MOU	Not Applicable
Per Mile	\$.000002/MOU/Mile	Not Applicable
III. Unbundled Dedicated Transport Entrance Facilities²		
DS-1 Entrance Facility	\$62.05/Month	<u>DS-1:</u> DS1 IOF Install NRC shall apply, per line DS1 IOF Disconnect NRC shall apply, per line
DS-3 Entrance Facility	\$412.42/Month	<u>DS-3:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
STS-1 Entrance Facility	\$414.56/Month	<u>STS-1:</u> DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line

² Nonrecurring Charges for Unbundled Dedicated Transport Entrance Facilities do not apply when ordered at the same time as Unbundled Dedicated Interoffice Transport for the same circuit. In such cases, only the Nonrecurring Charges associated with Unbundled Dedicated Interoffice Transport shall apply.

Recurring Charges:

Non-Recurring Charges:

IV. Unbundled Switching³

A. Local Switching Ports

POTS/PBX/Centrex \$2.83/Port/Month

Line Port (DS0, Analog):
\$4.65/Install per port
\$4.28/Disconnect per port

ISDN (BRI) or Centrex Port \$5.99/Port/Month

Line Port (ISLU):
\$4.65/Install per port
\$4.28/Disconnect per port

ISDN (PRI) \$118.71/Port/Month

Channelized DS1Line Port (TR-303-IDT) NRC shall apply

³ Notwithstanding anything to the contrary in any other provision of this Agreement, pursuant to Verizon's declaration in its Application for Authorization to Provide In-Region, InterLATA Services in Virginia, WC Docket No. 02-214 (filed Aug. 1, 2002) and as described in paragraph 114 of the FCC's Memorandum Opinion and Order (FCC 02-297, adopted and released October 30, 2002), the rates for Unbundled Switching established in CC Docket No. 00-251 shall be effective as of August 1, 2002.

Service or Element Description:

DID/DOD

Recurring Charges:

\$5.22/Port/Month

Non-Recurring Charges:

Channelized DS1 Line Port
(TR-303-IDT) NRC shall
apply

IDLC per Interface Group
(TR008/GR303) Port (4 DS-1
Terminations per Port)

\$243.76/Port/Month

Channelized DS1 Line Port
(TR-303-IDT):

\$29.69/Install per DS-1

\$18.52/Disconnect per DS-1

Switched DS1 Port (DS 1 Port
w/Line Treatment)

\$42.37/Port/Month

Channelized DS1 Line Port
(TR-303-IDT) NRC shall
apply

Automatic Identified Outward
Dialing (AIOD)

\$2.37/Port/Month

\$4.65/Install per port

\$4.28/Disconnect per port

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
SMDI II (Simplified Message Desk Interface) Port	\$236.35/Port/Month	\$4.65/Install per port
Unbundled Coin Port (UCP)	\$3.43/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port
Unbundled Public Access Line Port (UPALP)	2.83/Port/Month	\$4.28/Disconnect per port \$4.65/Install per port \$4.28/Disconnect per port
B. Unbundled Trunk Ports		
1. Dedicated Trunk Ports		
Dedicated Trunk Port – End Office	Included in Line Port Charge	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - Tandem	\$23.72/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
Dedicated Trunk Port - TOPS	\$13.73/Port/Month	Channelized DS1Line Port (TR-303-IDT) NRC shall apply
2. Common Trunk Ports		
Common Trunk Port – End Office	Included in Line Port Charge	Not Applicable
Common Trunk Port - Tandem	\$.000107/MOU	Not Applicable
Common Trunk Port - TOPS	\$.000068/MOU	Not Applicable
C. Tandem Switching Usage	\$.000020/MOU	Not Applicable

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****D. Local Switching Usage**

POTS Originating

Included in Line Port

POTS Terminating

Included in Line Port

ISDN Originating Digital Circuit
Switched Voice

Included in Line Port

ISDN Terminating Digital Circuit
Switched Voice

Included in Line Port

ISDN Originating Digital Circuit
Switched Data

Included in Line Port

ISDN Terminating Digital Circuit
Switched Data

Included in Line Port

E. Centrex Features

UCD

Included in line port

Intercom & Features

Included in Line Port

Automatic Route Selection

Included in line port

Centrex Announcement

\$.2488/ month

Centrex Three-Way Conference

\$.1209/ month

Centrex Automatic Recall (Return Call)

\$.0472/ month

Centrex Distinctive Ringing

\$.0010/ month

Centrex Loudspeaker Paging

\$3.0322/month

Centrex Meet Me Conference

\$.0160/month

Centrex Selective Call Acceptance

\$.0105/month

Centrex Selective Call Forwarding

\$.0026/month

Centrex Selective Call Rejection

\$.0112/month

Centrex Six-Way Conference

\$.4418/month

Centrex Station Message Detail Record
(SMDR)

\$1.5915/month

Centrex Repeat Call

\$.0936/month

Centrex Call Transfer - All Calls

\$.0054/month

Centrex Call Waiting Terminating (All
Calls)

\$.00001/month

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Centrex Directed Call Pick-up with Barge-In (Originating)	\$.0007/month	
Centrex Executive Busy Override	\$.00003/month	
Centrex Feature additions, disconnects or changes ⁴		\$.26 per order

F. Individual ISDN Line Features

ISDN Intercom	Included in Line Port	
ISDN Announcement	\$3.1143/month	
ISDN Six-Way Conference	\$.2779/month	
ISDN Three-Way Calling	\$.1209/month	
ISDN Call Pickup	\$.0001/month	
ISDN Selective Call Rejection	\$.0211/month	
ISDN Call Transfer Individual – All Calls (Ftr.578)	\$.0168/month	
Calling Name and Number Delivery	\$.8535/month/order	
ISDN Line Feature additions, disconnects or changes ⁶⁴		\$.26 per order

G. Individual Line Features

Res/Bus Features

Call Waiting Display Name and Number	\$.0027/month	
Three Way Calling	\$.1209/month	
Remote Call Forwarding	\$.4794/month	
Calling Number Delivery	\$.0029/month	
Calling Number & Name Delivery	\$.9312/month	
Anonymous Call Rejection	\$.0119/month	
Automatic Recall (Return Call)	\$.0945/month	
Call Waiting	\$.00002/month	
Automatic Callback (Repeat Call)	\$.0936/month	
Individual Line Feature additions, disconnects or changes ⁶⁴		\$.26 per order

⁴ The NRC feature charge only applies to additions, disconnects or changes to features after initial Port installation. This charge is applied per order. In addition to the features listed herein, the NRC feature charge is applicable for all features available via the requested switch port.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
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V. Unbundled Loops

2 Wire Basic Analog Loops (POTS Loops)	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month.	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
4 Wire Basic Loop	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	<u>4 Wire Loop:</u> \$26.92/Migration per line \$30.09/Install per line \$19.43/Disconnect per line
ISDN/BRI Loops	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month	<u>POTS/ISDN BRI Loop:</u> \$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
DS-1 Loops/ISDN PRI Loops	<u>Density Cell:</u> 1 - \$51.13/Month 2 - \$65.62/Month 3 - \$122.25/Month	<u>DS1 Loop to Customer Premise:</u> \$36.88/Migration per line \$37.68/Install per line \$23.80/Disconnect per line
DS-3 Loops	<u>Density Cell:</u> 1-\$595.96 2-\$595.96 3-\$595.96	<u>DS3 Loop to Customer Premise:</u> \$33.42/Migration per line \$32.24/Install per line \$15.24/Disconnect per line
DDS/56 KD Loop	<u>Density Cell:</u> 1 - \$13.15/Month 2 - \$16.94/Month 3 - \$31.56/Month	4 Wire Loop NRC charges shall apply
Off Premise Extension Unbundled Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line
Customer Specified Signaling - 4-Wire	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month	4 Wire Loop NRC charges shall apply
2 Wire ADSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire SDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire IDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
2 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month	\$5.01/Migration per line \$4.83/Install per line \$4.28/Disconnect per line \$28.70/ Manual Loop Qualification, per loop
4 Wire HDSL Loops	<u>Density Cell:</u> 1 - \$20.08/Month 2 - \$26.03/Month 3 - \$49.06/Month.	4 Wire Loop NRC charges shall apply \$28.70/ Manual Loop Qualification, per loop

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

Digital Designed Loops

2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

Rates for 2 Wire ADSL Loops as set forth above shall apply

\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options

Rates for 2 Wire ADSL or 2 Wire HDSL Loops as set forth above shall apply, as applicable

\$416.68/Loop
Required Removal of Load Coils greater than 18,000 feet
\$70.67/Bridge Tap
Per Bridged Tap Removed Less than 2500 Feet.
\$34.31
Engineering Query
\$42.52
Engineering Work Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

Rates for 2 Wire ISDN Loops as set forth above shall apply

\$416.68
Required Removal of Load Coils greater than 18,000 feet
\$34.31
Engineering Query

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

		\$42.52 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	Rates for 2 Wire HDSL Loops as set forth above shall apply	\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	Rates for 4 Wire HDSL Loops as set forth above shall apply	\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge
2 Wire SDSL compatible Loops with Bridged Tap removal	Rates for 2 Wire SDSL Loops as set forth above shall apply	\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	Rates for 2 Wire IDSL Loops as set forth above shall apply	\$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. \$34.31 Engineering Query \$42.52 Engineering Work Order Charge

VI. Intrastate Collocation

As applicable per Verizon VA SCC Tariff No. 218 as amended from time to time.

VII. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	*Option A⁵	*Option C VERIZON installs/ AT&T vendor installs	
Splitter Installation	\$1,565.08 per shelf		X	<i>Not applicable</i>	(1)	
Option A Administration and Support of Splitter	\$0 per shelf	X		(1)		
Option C Administration and Support of Splitter	\$4.77 per shelf	X			(1)	(1)
Splitter Equipment and Support	\$3.98 per shelf	X			(1)	(1)
WideBand Test Access	\$1.83 per line requested	X		(1)	(1)	(1)

***Both Option A and Option C assume there is an existing Collocation Arrangement.**

(1) = one required (2) = two required

⁵ Option A: An AT&T-provided splitter shall be provided, installed and maintained by AT&T in its own Collocation space. Rearrangements are the responsibility of AT&T. Verizon dial tone is routed through the splitter in AT&T Collocation area.

Option C: Verizon will install, inventory and maintain AT&T provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

<i>Rate Element</i>	<i>\$ Amount</i>	<i>Mo.</i>	<i>NRC</i>	<i>Option A</i>	<i>Option C VERIZON installs/ AT&T vendor installs</i>	
Line Sharing Install	\$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	\$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	\$0 per link	X		(1)	(1)	(1)
Manual Loop Qualification	\$28.70		X	(1)	(1)	(1)
OSS Charges	\$0.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

VIII. Line Splitting

Per rates listed in Sections VII and XIV.

Per rates listed in Sections VII and XIV.

IX. Intentionally Omitted

X. Signaling and Databases

1. SS7

SS7 Link

\$.13/Month/Mile

SS7 Link (DS0):

\$30.44/Install per line

\$13.70/Disconnect per line

SS7 Link (DS1):

\$34.46/Install per line

\$11.77/Disconnect per line

STP Port Termination

\$286.98/Month/port

SS7 STP Global Title

Translations 'A Link' Only:

\$56.61/Install per port

\$50.98/Disconnect per port

SS7 STP Message Transfer

Part 'A Link' Only:

\$42.18/Install per port

\$35.67/Disconnect per port

2. 800/888/877 Database

Basic Query

\$.0001367/Query

Not Applicable

Vertical Query

\$.0001367/Query

Not Applicable

3. LIDB Validation

LIDB Point Codes

Not Applicable

\$80.93/Point Code

Calling Card

\$.019197/Query

Not Applicable

Billed Number Screening

\$.019197/Query

Not Applicable

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	\$878.23/Request
Service Creation Access Port	\$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$2723.00/24 Hour Day	Not Applicable
b. On-Premise	\$2723.00/24 Hour Day	Not Applicable
Certification & Testing	\$60.81/Hour	Not Applicable
Help Desk Support	\$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	\$3.36/Month	Not Applicable
Database Queries		
a. Network Query	\$.00028/Query	Not Applicable
b. AT&T Network Query	\$.00028/Query	Not Applicable
c. AT&T Switch Query	\$.00028/Query	Not Applicable
Utilization Element	\$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	\$.01272/Change	Not Applicable
Switch Based Announcement	\$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	\$\$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	\$0.89/NID	Not Applicable
4 Wire	\$.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	\$.89/NID	\$41.89
4 Wire NID	\$.95/NID	\$41.89
DS1 NID	\$6.26/NID/month	\$41.89
3. UNE Shared NID (per line)		
	\$.28/Line	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XII. Dark Fiber		
Verizon C.O. to Verizon C.O.		
Serving Wire Center ("SWC")	\$13.45	Fiber Cross Connects:
Charge/SWC/Pair		\$9.36 – Install
IOF Mileage/Pair/Mile	\$131.00	\$10.24 - Disconnect
Unbundled Dark Fiber - Loop		
SWC Charge/SWC/Pair	\$13.45	Fiber Cross Connects:
		\$9.36 – Install
		\$10.24 - Disconnect
Loop Charge/Pair/Rate Group:		
Density Zone 1	\$172.01	
Density Zone 2	\$255.87	
Density Zone 3	\$322.91	

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

<u>A. EEL Loop Test Charges</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
2 Wire Analog - per loop	\$0.38/Loop	Not Applicable
2 Wire Digital - per loop	\$0.49/Loop	Not Applicable
4 Wire Analog - per loop	\$1.20/Loop	Not Applicable
DS1 - Per Loop	\$2.64/Loop	Not Applicable
DDS/56 KD Loop	\$1.30/Loop	Not Applicable
<u>B. EEL IOF Voice Grade Transport</u>		
Fixed	\$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	\$.13/mile	DS1 IOF Disconnect NRC shall apply, per line

<u>Service or Element Description:</u>	<u>Recurring Charges</u>	<u>Non-Recurring Charges</u>
XIV. UNE PLATFORM COMBINATIONS⁶		
Centrex Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
ISDN Centrex Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
POTS Platform		<u>POTS/ISDN BRI:</u> \$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
Coin Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
Public Access Line Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line

⁶ The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

Service or Element Description:	Recurring Charges	Non-Recurring Charges
DS1/DID/DOD/PBX Platform		\$36.88./Migration per line \$27.19 37.68/Install per line \$19.41 23.80/Disconnect per line
ISDN PRI Platform		\$36.88./Migration per line \$27.19 37.68/Install per line \$19.41 23.80/Disconnect per line
POTS/ISDN BRI FX Platform		\$.26/Migration per line \$.26/Install per line \$.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		\$36.88./Migration per line \$27.19 37.68/Install per line \$19.41 23.80/Disconnect per line
ISDN PRI FX Platform		\$36.88./Migration per line \$27.19 37.68/Install per line \$19.41 23.80/Disconnect per line

C. RESALE

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if AT&T provides
own operator services platform 14.74%

Resale of retail services if AT&T uses
Verizon operator services platform 13.11%

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
D. OPERATION SUPPORT SYSTEMS		
1. Ongoing and Recovery of one time expense (during 10 year period)		Not Applicable
	\$.85/per UNE Loop/Platform/Combination or Resold Line/per month	
Ongoing only (after 10 year period)		Not Applicable
	\$.48/ per UNE Loop/Platform/Combination or Resold Line/per month	
2. Billing - Changes in rate structure. CD-ROM. Communication Ports, and DUF Transport no longer applicable per PLM		
a. Daily Usage File		
a.1. Existing Message Recording	\$.00111/Message	Not Applicable
a.2. Delivery of DUF		
Per Media (Data Tape/Cartridge)	\$21.36/Tape or Cartridge	Not Applicable
Per Record Transmitted (f/k/a Network Data Mover)	\$.000133/Message	Not Applicable
E. 911/E911		
Transport	Per section B. Above	
Data Entry and Maintenance	No Charge	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$11.74 Labor Charge/ Quarter Hour starting from dispatch. Charges only applicable to Inside Wire jobs.
Labor - CO Technician	Not Applicable	\$11.15 per Quarter Hour
H. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to AT&T per separate arrangement	

2. AT&T SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
<u>I. Local Traffic Termination</u>		
Traffic Delivered at End Office	\$0.000000 per MOU	Not Applicable
Traffic Delivered at Tandem	\$0.000290 per MOU	Not Applicable
<u>II. Exchange Access Service</u>		
<u>Interstate</u>	<u>Per AT&T FCC exchange access tariff as amended from time to time.</u>	
<u>Intrastate</u>	<u>Per AT&T VA tariff exchange access tariff as amended from time to time.</u>	
<u>III. Entrance Facilities and Transport for Interconnection</u>	<u>Per AT&T Access Services Tariff SCC VA No. 10 as amended from time to time.</u>	
<u>IV. All Other AT&T Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</u>	<u>Available at AT&T's tariffed or otherwise generally available rates.</u>	

CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing were served by First Class mail, postage pre-paid, on this 18th day of March, 2005, to:

Tamara Preiss
Federal Communications Commission
Pricing Policy Division
Wireline Competition Bureau
445 12th Street, SW
Washington, D.C. 20554

Steven Morris
Federal Communications Commission
Pricing Policy Division
Wireline Competition Bureau
445 12th Street, SW
Washington, D.C. 20554

Mark A. Keffer
Dan W. Long
Stephanie Baldanzi
AT&T
3033 Chain Bridge Road
Oakton, Virginia 22185

Allen Feifield, Esq.
Kimberly Wild
WorldCom, Inc.
1133 19th Street, NW
Washington, D.C. 20005

David Levy
Sidley, Austin, Brown & Wood
1501 K Street, NW
Washington, D.C. 20005

Mark Schneider
Jenner & Block LLC
601 Thirteenth Street, NW
Washington, D.C. 20005


John Meehan