

September 15, 2006

Ms. Cheryl Walker  
Administrative Hearings  
Oregon Public Utility Commission  
550 Capitol Street, N. E., Suite 215  
Salem, Oregon 97301-2551

Re: Amendment # 1 to the Agreement between Verizon Northwest Inc. and Airpeak Communications, LLC

Dear Ms. Walker:

Attached you will find an original, plus two copies of an amendment between Verizon Northwest Inc. and Airpeak Communications, LLC.

If you have any questions regarding this filing, please call me at 503/645-7909.

Sincerely,

Renee M. Willer  
Regulatory Manager

Enclosures

## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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**INSTRUCTIONS:** Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**                      *Requesting Carrier*    *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

**2. TYPE OF FILING**                      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement    &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Does filing replace an existing agreement between the parties?</li><li>• NO</li><li>• YES, Docket ARB</li></ul> | <ul style="list-style-type: none"><li>• If filing involves Qwest Communications, does it utilize the terms of an SGAT?</li><li>• NO</li><li>• YES, Revision</li></ul> |
|---|---|

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.

**AMENDMENT NO.1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NORTHWEST INC.**  
**AND**  
**AIRPEAK COMMUNICATIONS, LLC**

This Amendment No. 1 (this "Amendment") is made this 2nd day of August, 2006 (the "Amendment Effective Date"), by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with its principal place of business at 1800 41st Street, Everett, WA 98201 and AIRPEAK Communications, LLC, a Limited Liability Company ("AIRPEAK") with its principal place of business at 4690 Longley Lane, Suite 25, Reno, Nevada 89502. (Verizon and AIRPEAK may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Oregon (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and AIRPEAK are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 2, 2006 (the "Agreement"); and

**WHEREAS**, subsequent to the approval of the Agreement, AIRPEAK notified Verizon that it desired to amend the Agreement as set forth herein; and

**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. Amendment to the Agreement. The Parties agree that the Agreement should be amended to replace existing 911 Wireless Attachment to include the following 911 Wireless Attachment and the Pricing Appendix to the 911 Wireless Attachment (including Appendix A) attached hereto as Attachments A and B respectively, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").
2. Miscellaneous Provisions.
  - 2.1 Conflict between this Amended Agreement and the Agreement. This Amended Agreement 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 Amended Agreement. In the event of a conflict between the terms and provisions of this Amended Agreement and the terms and provisions of the Agreement, this Amended Agreement shall govern, *provided, however*, that the fact that a term or provision appears in this Amended Agreement but not in the

Agreement, or in the Agreement but not in this Amended Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Counterparts. This Amended Agreement 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.
- 2.3 Captions. The Parties acknowledge that the captions in this Amended Agreement 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 Amended Agreement.
- 2.4 Scope of Amended Agreement. This Amended Agreement shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amended Agreement, and, except to the extent set forth in Section 1 of this Amended Agreement, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.
- 2.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff or SGAT, nothing contained in the Amended Agreement, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Oregon Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amended Agreement, any Verizon tariff or SGAT, or Applicable Law.
- 2.6 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
  - 2.6.1 ALI Database or Automatic Location Identification Database. The emergency services (E-911) database controlled by Verizon containing caller location information, including the carrier name, National Emergency Numbering Administration ("NENA") ID, call back number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.
  - 2.6.2 CAS. Call Path Associated Signaling.
  - 2.6.3 Cell Site/Sector Information. Information that indicates to the receiver of the information the Cell Site location receiving a 911/E-911 Call made by the AIRPEAK end user Customer, and which may also include additional information regarding a Cell Sector.
  - 2.6.4 Channel Service Unit/Data Service Unit ("CSU/DSU"). A device used to connect a digital phone line (DS-1 or less) to either a multiplexer, channel bank or other device producing a data signal.
  - 2.6.5 CMRS (Commercial Mobile Radio Services). A radio communications service between mobile stations or receivers and land stations or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to

such classes of eligible users as to be effectively available to a substantial portion of the public. AIRPEAK is or shortly will become a CMRS provider.

- 2.6.6 Controlling 911 Authority. The duly authorized State, County or Local Government Agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.
- 2.6.7 Default PSAP. The PSAP designated to receive a 911/E-911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.
- 2.6.8 Designated PSAP. The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the Cell Site.
- 2.6.9 Fixed Wireless Service. Wireless service that is not Commercial Mobile Radio Service.
- 2.6.10 Host ALI Record. A data record resident in the primary (i.e., host) ALI Database for a PSAP.
- 2.6.11 NCAS. Non-Call Path Associated Signaling.
- 2.6.12 911/E-911 Call(s). A call made by AIRPEAK wireless end-user Customer by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.
- 2.6.13 PAM Protocol. The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows the ALI Database serving a PSAP to query a third party E-911 database for a data record that is not resident in the ALI Database serving the PSAP.
- 2.6.14 Phase I and Phase II. Shall have the meaning stated in Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket 94-102, RM-8143 (rel. July 26, 1996).
- 2.6.15 PSAP. Public Safety Answering Point(s).
- 2.6.16 Routing Number. The number used to support the routing of wireless 911/E-911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911/E-911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to the ALI Database for a Host ALI Record with a matching Routing Number.

2.6.17 Service Provider. An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

**SIGNATURE PAGE**

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

**AIRPEAK COMMUNICATIONS, LLC**

**VERIZON NORTHWEST INC.**

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

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

Printed: James Boyer

Printed: Gary Librizzi

Title: Managing Member

Title: Director - Negotiations

## Attachment A

### 911 WIRELESS ATTACHMENT

#### 1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911/E-911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the Verizon 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and the ALI Database as is necessary to provide 911/E-911 services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 The provisions of this Attachment apply to the provision of 911/E-911 services by Verizon to AIRPEAK in respect to CMRS services and do not apply to Fixed Wireless Services. These provisions shall apply only in those jurisdictions in which Verizon is the designated 911/E-911 Service Provider at such time as AIRPEAK notifies Verizon that it has received notification from the Controlling 911 Authority to begin providing either Phase I or Phase II wireless services within the jurisdiction.
- 1.3 Verizon shall have no obligation to provide Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 Verizon shall make the following information available to AIRPEAK, to the extent permitted by Applicable Law. As of the Amendment Effective Date, such information is available electronically at the Verizon wholesale corporate website:
  - 1.4.1 a list of the address and CLLI code of each Verizon 911/E-911 Tandem Office/Selective Router, Verizon interface point and associated geographic location served;
  - 1.4.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems.

#### 2. ALI Database - Electronic Interface

- 2.1 Where Verizon manages the ALI Database, Verizon will:
  - 2.1.1 store the AIRPEAK ESRK/ESRD records in the ALI Database.
  - 2.1.2 cooperate with AIRPEAK regarding access to the ALI Database for the initial loading and updating of AIRPEAK ESRK/ESRD records. As of the Amendment Effective Date, ALI Database personnel are identified at the Verizon wholesale corporate website.
  - 2.1.3 provide AIRPEAK an error and status report based on updates to the ALI Database received from AIRPEAK.
- 2.2 AIRPEAK will:
  - 2.2.1 provide all data for the initial loading of, and any ongoing updates to, the AIRPEAK ESRK/ESRD records for inclusion in the ALI Database. All such records shall be MSAG-valid and AIRPEAK shall utilize the appropriate Verizon electronic interface to update its E-911 database information related to the ESRK/ESRD records, as defined herein. All E-911 data exchanged between the Parties shall conform to Verizon standards, which, as of the Amendment Effective Date, are available electronically at the Verizon wholesale corporate website.



- 2.2.2 use a company ID on all ESRK/ESRD records in accordance with NENA standards.
- 2.2.3 provide Verizon updates to the ALI Database and correct any errors that occur during the entry of its data to the ALI Database.
- 2.2.4 conduct call through testing as necessary.
- 2.3 In the event AIRPEAK intends to use an Agent for loading and/or updating the ALI Database, AIRPEAK must provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.

### **3. 911/E911 Interconnection**

- 3.1 Verizon and AIRPEAK shall each use commercially reasonable efforts to facilitate the interconnection of AIRPEAK systems to the 911/E-911 platforms and/or systems.
- 3.2 AIRPEAK may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), e.g., digital cross connect systems (DCS), as designated by Verizon, for the provision of 911/E-911 services and for access to all subtending PSAP(s) that serve the areas in which AIRPEAK provides CMRS services.
- 3.3 911 Authority Coordination.  
  
Verizon and AIRPEAK will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer technical questions regarding the 911/E-911 arrangements.
- 3.4 AIRPEAK will:
  - 3.4.1 provide interconnection with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the exchange areas in which AIRPEAK is authorized to and will provide CMRS service.
  - 3.4.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks dedicated for originating 911/E-911 Calls from the AIRPEAK switch to each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary.
  - 3.4.3 provide and maintain sufficient trunking (a minimum of two (2) one-way outgoing 911/E-911 trunks), facilities and transport capacity to route AIRPEAK originating 911/E-911 Calls to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). AIRPEAK is responsible for requesting that trunking and facilities be routed diversely for 911/E-911 connectivity.
  - 3.4.4 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s).
  - 3.4.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority.
  - 3.4.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the AIRPEAK traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, AIRPEAK shall request additional trunks and/or facilities.

- 3.4.7 cooperate with Verizon to promptly test all 911/E-911 trunks and facilities between the AIRPEAK switch and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 service. AIRPEAK agrees that it will not pass live 911/E-911 Calls until successful testing is completed by both parties.
- 3.4.8 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon will be responsible for the coordination and restoration of all 911/E-911 network maintenance problems beyond the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). AIRPEAK will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

#### **4. 911/E-911 General**

- 4.1 AIRPEAK will compensate Verizon for provision of its 911/E-911 Services pursuant to the Pricing Attachment to the 911 Wireless Attachment.
- 4.2 AIRPEAK and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911.
- 4.3 AIRPEAK is responsible to collect and remit any applicable surcharges from its end user Customers in accordance with Applicable Law.
- 4.4 AIRPEAK will enter data into the ALI Database under the NENA standards for LNP. This includes, but is not limited to, using AIRPEAK's NENA ID to lock and unlock records and the posting of the AIRPEAK NENA ID to the ESRK/ESRD record where such locking and unlocking feature for 911/E-911 records is available, or as defined by local standards.

#### **5. Phase I/Phase II Wireless Solutions**

- 5.1 The following services may be used by AIRPEAK, where available, in order to comply with the FCC's rules and regulations regarding Phase I and Phase II wireless implementation.
- 5.2 Call Path Associated Signaling ("CAS"). Not available for Phase II.
  - 5.2.1 AIRPEAK shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
  - 5.2.2 Routing of calls will be based on the Emergency Service Number ("ESN") associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) information and call back number to the Designated PSAP. If Verizon is unable to route the call to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

- 5.2.3 Upon receipt of a PSAP query, the ALI Database shall return the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) information and Cell Site/Sector Information to the PSAP.
- 5.3 CAS Hybrid.
  - 5.3.1 AIRPEAK shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
  - 5.3.2 Routing of calls will be based on the ESN associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call, the call back number and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
  - 5.3.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase II location information for a 911/E-911 Call provided by AIRPEAK, the ALI Database shall route the query to the AIRPEAK-controlled or third-party database designated by AIRPEAK.
  - 5.3.4 The ALI Database shall then automatically receive from the AIRPEAK-controlled or third-party database the Phase II location information as provided by the CLEC associated with the 911/E-911 Call.
  - 5.3.5 The ALI Database shall then automatically transmit the data received from the AIRPEAK-controlled or third-party database to the PSAP.
  - 5.3.6 AIRPEAK will terminate at least two data circuits from AIRPEAK-controlled or third-party database to the ALI Database.
  - 5.3.7 Verizon shall place the necessary Channel Service Unit/Data Service Unit ("CSU/DSU") at each ALI Database site, to receive the necessary data, i.e., Routing Number, Phase II location information as provided by AIRPEAK.
  - 5.3.8 AIRPEAK shall provision its AIRPEAK-controlled or third-party databases such that the exchange of data between these AIRPEAK-controlled or third-party databases and the ALI Database shall use the PAM Protocol or other agreed message format.
- 5.4 Non-Call Path Associated Signaling ("NCAS").
  - 5.4.1 AIRPEAK shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) for the provision of 911/E-911 services.
  - 5.4.2 Routing of calls will be based on the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) delivered with the voice call, or at Verizon's discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to

the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by AIRPEAK. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

- 5.4.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase I/II call back number and location information for a 911/E-911 Call, provided by AIRPEAK, the ALI Database shall route the query to the AIRPEAK-controlled or third-party database or third-party database designated by AIRPEAK.
- 5.4.4 The ALI Database shall then automatically receive from the AIRPEAK-controlled or third-party database, the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), call back number and required Phase I/II location information as provided by AIRPEAK.
- 5.4.5 The ALI Database shall then return the data received from the AIRPEAK-controlled or third-party database to the PSAP.
- 5.4.6 AIRPEAK will terminate at least two diverse circuits from the AIRPEAK-controlled or third-party database to the ALI Database.
- 5.4.7 Verizon shall place necessary CSU/DSU at each ALI Database site, for the provision of the ESRK, call back number, and Phase I/II location information as provided by AIRPEAK.
- 5.4.8 AIRPEAK shall provision its AIRPEAK-controlled or third-party databases such that the exchange of data between these AIRPEAK-controlled or third-party databases and the ALI Database shall use the PAM Protocol, or other agreed upon interface.

## **6. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Amendment Effective Date of this Amended Agreement, has not provided in the State of Oregon a Service offered under this Amended Agreement, Verizon reserves the right to negotiate in good faith with AIRPEAK reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.

## Attachment B

### PRICING ATTACHMENT TO THE 911 WIRELESS ATTACHMENT

#### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify AIRPEAK in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill AIRPEAK, and AIRPEAK shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to AIRPEAK pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to AIRPEAK and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

#### 2. [This Section Intentionally Left Blank]

#### 3. AIRPEAK Prices

AIRPEAK will not impose any Charges on Verizon pursuant to this Attachment or the 911 Wireless Attachment of this Amended Agreement.

#### 4. [This Section Intentionally Left Blank]

#### 5. Regulatory Review of Prices

Notwithstanding any other provision of this Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**OREGON APPENDIX A TO THE PRICING ATTACHMENT  
V1.2**

**I. Rates and Charges for Transport and Termination of Traffic <sup>1</sup>**

- A. Reciprocal Compensation Traffic Termination  
Reciprocal Compensation Traffic End Office Rate: **\$0.00133007 per minute of use.**  
  
Reciprocal Compensation Traffic Tandem Rate: **\$0.00368557 per minute of use.**
  
- B. The Tandem Transit Traffic Service Charge is ***\$0.00198357 per minute of use.***  
  
Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.  
  
Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume<sup>2</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.
  
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

**II. Blocks Of 100 Numbers**

Installation Charge per 100 Numbers	\$75.00
Usage Compensation to ***CLEC Acronym TXT***, per Month, per Trunk	\$ 5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to \*\*\*CLEC Acronym TXT\*\*\* for Reciprocal Compensation Traffic terminating to \*\*\*CLEC Acronym TXT\*\*\* over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

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<sup>1</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

<sup>2</sup> A CCS busy hour equivalent of 200,000 combined minutes of use.

∇Oregon Docket, UM #844

### III. OREGON COLLOCATION RATES

<b>CAGED COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b><u>Non-Recurring Prices</u></b>			
<b>Engineering Costs</b>			
Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42
<b>Access Card Administration (New/Replacement)</b>	per card	NRC	21.01
<b>Cage Grounding Bar</b>	per bar	NRC	1,423.10
<b>DC Power</b>			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	16.89
<b>Overhead Superstructure</b>	per project	NRC	2,371.98
<b>Facility Cable or Fiber Optic Patchcord Pull/Termination</b>			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
<b>Fiber Cable Pull</b>			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
<b>Fiber Cable Splice</b>			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
<b>BITS Timing</b>	per project	NRC	288.07
<b><u>Monthly Recurring Prices</u></b>			
<b>Caged Floor Space including Shared Access Area</b>	per sq ft	MRC	2.31
<b>DC Power</b>	per load amp	MRC	9.68
<b>Building Modification</b>	per request	MRC	119.66
<b>Environmental Conditioning</b>	per load amp	MRC	1.55
<b>Facility Termination</b>			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
<b>Cable Rack Space - Metallic</b>	per cable run	MRC	0.34
<b>Cable Rack Space - Fiber</b>	per innerduct ft	MRC	0.01
<b>Fiber Optic Patchcord Duct Space</b>	per cable run	MRC	0.50
<b>Manhole Space - Fiber</b>	per project	MRC	2.92
<b>Subduct Space - Fiber</b>	per lin ft	MRC	0.02
<b>Cable Vault Splice</b>			
<b>Fiber Cable - 48 Fiber</b>			
Material	per splice	MRC	5.58



**CAGED COLLOCATION RATES**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b>Fiber Cable - 96 Fiber</b> Material	per splice	MRC	15.94
<b>BITS Timing</b>	per occurrence	MRC	6.15

**CAGELESS COLLOCATION RATES**

Elements	Increment	NRC / MRC	Rate
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**Non-Recurring Prices**

**Engineering Costs**

Engineering/Major Augment Fee	per occurrence	NRC	\$1,128.54
Minor Augment Fee	per occurrence	NRC	199.42

**Access Card Administration (New/Replacement)**

	per card	NRC	21.01
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**DC Power**

Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	16.89

**Overhead Superstructure**

	per project	NRC	2,371.98
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**Facility Cable or Fiber Optic Patchcord Pull/Termination**

Engineering	per project	NRC	75.43
Facility Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12

**Fiber Cable Pull**

Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61

**Fiber Cable Splice**

Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80

**BITS Timing**

	per project	NRC	288.07
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**Monthly Recurring Prices**

**Relay Rack Floor Space**

	per lin ft	MRC	9.83
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**DC Power**

	per load amp	MRC	9.68
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**Building Modification**

	per request	MRC	119.66
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**Environmental Conditioning**

	per load amp	MRC	1.55
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**Facility Termination**

DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
<b>Cable Rack Space - Metallic</b>	per cable run	MRC	0.34
<b>Cable Rack Space - Fiber</b>	per innerduct ft	MRC	0.01
<b>Fiber Optic Patchcord Duct Space</b>	per cable run	MRC	0.50
<b>Manhole Space - Fiber</b>	per project	MRC	2.92
<b>Subduct Space - Fiber</b>	per lin ft	MRC	0.02

**Cable Vault Splice**

<b>Fiber Cable - 48 Fiber Material</b>	per splice	MRC	5.58
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<b>CAGELESS COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b>Fiber Cable - 96 Fiber</b>			
Material	per splice	MRC	15.94
<b>BITS Timing</b>	per occurrence	MRC	6.15

ADJACENT COLLOCATION RATES			
Elements	Increment	NRC / MRC	Rate

**Non-Recurring Prices**

<b>Engineering Fee</b>	per occurrence	NRC	\$958.00
<b>Facility Pull</b>	1 lin ft	NRC	1.04
<b>Facility Termination</b>			
<b>DS0 Cable</b>			
Connectorized	per 100 pr	NRC	4.16
Unconnectorized	per 100 pr	NRC	41.61
<b>DS1 Cable</b>			
Connectorized	per 28 pr	NRC	1.04
Unconnectorized	per 28 pr	NRC	31.21
<b>DS3 (Coaxial) Cable</b>			
Connectorized	per DS3	NRC	1.04
Unconnectorized	per DS3	NRC	10.40
<b>Fiber</b>	per fiber term	NRC	56.80

**Monthly Recurring Prices**

<b>Facility Termination</b>			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per coaxial	MRC	6.59
<b>Cable Vault Space</b>			
<b>Fiber Cable - 48 fiber</b>			
Space Utilization	per subduct	MRC	0.62
<b>Fiber Cable - 96 fiber</b>			
Space Utilization	per subduct	MRC	0.62
<b>Cable Rack Space</b>			
Metallic DSO	1 lin ft	MRC	0.01
Metallic DS1	1 lin ft	MRC	0.01
Fiber	per innerduct ft	MRC	0.01
Coaxial	1 lin ft	MRC	0.01

**VIRTUAL COLLOCATION RATES**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b><u>Non-Recurring Prices</u></b>			
<b>Engineering Costs</b>			
Engineering/Major Augment Fee	per occurrence	NRC	557.81
<b>Equipment Installation</b>			
	per quarter rack	NRC	3,474.25
<b>Software Upgrades</b>			
	per base unit	NRC	96.08
<b>Card Installation</b>			
	per card	NRC	223.73
<b>DC Power</b>			
Engineering	per project	NRC	75.43
Cable Pull/Termination	per cable	NRC	1341.62
Ground Wire	per wire	NRC	16.89
<b>Facility Cable or Fiber Optic Patchcord Pull/Termination</b>			
Engineering	per project	NRC	75.43
Facility Cable Pull	per cable run	NRC	210.08
Fiber Optic Patchcord Pull	per cable run	NRC	207.20
DS0 Cable Termination	per 100 pair	NRC	4.16
DS1 Cable Termination	per 28 pair	NRC	1.04
DS3 Coaxial Cable Termination (Preconnectorized)	per termination	NRC	1.04
DS3 Coaxial Cable Termination (Unconnectorized)	per termination	NRC	10.40
Fiber Optic Patchcord Termination	per termination	NRC	1.12
<b>Fiber Cable Pull</b>			
Engineering	per project	NRC	606.30
Place Innerduct	per lin ft	NRC	1.63
Pull Cable	per lin ft	NRC	0.72
Cable Fire Retardant	per occurrence	NRC	41.61
<b>Fiber Cable Splice</b>			
Engineering	per project	NRC	30.32
Splice Cable	per fiber	NRC	56.80
<b>BITS Timing</b>			
	per project	NRC	288.07
<b><u>Monthly Recurring Prices</u></b>			
<b>Equipment Maintenance</b>			
	per quarter rack	MRC	71.53
<b>DC Power</b>			
	per load amp	MRC	9.68
<b>Environmental Conditioning</b>			
	per load amp	MRC	1.55
<b>Facility Termination</b>			
DS0	per 100 pr	MRC	2.27
DS1	per 28 pr	MRC	9.55
DS3	per DS3	MRC	6.59
Fiber Optic Patchcord	per connector	MRC	0.88
<b>Cable Rack Space - Metallic</b>			
	per cable run	MRC	0.34
<b>Cable Rack Space - Fiber</b>			
	per innerduct ft	MRC	0.01
<b>Fiber Optic Patchcord Duct Space</b>			
	per cable run	MRC	0.50
<b>Manhole Space - Fiber</b>			
	per project	MRC	2.92
<b>Subduct Space - Fiber</b>			
	per lin ft	MRC	0.02
<b>Cable Vault Splice</b>			
<b>Fiber Cable - 48 Fiber</b>			
Material	per splice	MRC	5.58
<b>Fiber Cable - 96 Fiber</b>			
Material	per splice	MRC	15.94

<b>VIRTUAL COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b>BITS Timing</b>	per occurrence	MRC	6.15

<b>MICROWAVE COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>

**Non-Recurring Prices**

<b>Augment Fee</b>	per occurrence	NRC	998.92
<b>Facility Pull</b>			
Engineering	per project	NRC	75.43
Labor	per linear ft	NRC	1.12
<b>Building Penetration for Microwave Cable</b>	per occurrence	NRC	ICB
<b>Special Work for Microwave</b>	per occurrence	NRC	ICB

**Monthly Recurring Prices**

<b>Rooftop Space</b>	per sq ft	MRC	3.33
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<b>DEDICATED TRANSIT SERVICE COLLOCATION RATES</b>			
<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>

**Non-Recurring Prices**

**DS0**

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	7.17
Service Connection - Provisioning	per order	NRC	64.95

**DS1/DS3/Dark Fiber**

Service Order - Semi-Mechanized	per order	NRC	21.89
Service Order - Manual	per order	NRC	38.02
Service Connection - CO Wiring	per jumper	NRC	17.57
Service Connection - Provisioning	per order	NRC	78.57

**Lit Fiber**

ICB



**MISCELLANEOUS COLLOCATION SERVICES**

<b>Elements</b>	<b>Increment</b>	<b>NRC / MRC</b>	<b>Rate</b>
<b>Labor:</b>			
	per rates below		
Overtime Repair Labor	per rates below		
Additional Installation Testing Labor	per rates below		
Standby Labor	per rates below		
Testing & Maintenance with Other Telcos, Labor	per rates below		
Other Labor	per rates below		
<b>Labor Rates:</b>			
<b>Basic Time, Business Day, Per Technician</b>			
First Half Hour or Fraction Thereof		NRC	\$42.83
Each Additional Half Hour or Fraction Thereof		NRC	21.41
<b>Overtime, Outside the Business Day</b>			
First Half Hour or Fraction Thereof		NRC	100.00
Each Additional Half Hour or Fraction Thereof		NRC	75.00
<b>Prem.Time,Outside Business Day, Per Tech</b>			
First Half Hour or Fraction Thereof		NRC	150.00
Each Additional Half Hour or Fraction Thereof		NRC	125.00
<b>Cable Material</b>			
Facility Cable-DS0 Cable (Connectorized) 100 pair	per cable run	NRC	308.70
Facility Cable-DS1 Cable (Connectorized)	per cable run	NRC	286.62
Facility Cable-DS3 Coaxial Cable	per cable run	NRC	77.75
Fiber Optic Patchcord - 24 Fiber (Connectorized)	per cable run	NRC	775.15
Power Cable-Wire Power 1/0	per cable run	NRC	86.65
Power Cable-Wire Power 2/0	per cable run	NRC	125.63
Power Cable-Wire Power 3/0	per cable run	NRC	138.57
Power Cable-Wire Power 4/0	per cable run	NRC	171.34
Power Cable-Wire Power 350 MCM	per cable run	NRC	292.92
Power Cable-Wire Power 500 MCM	per cable run	NRC	408.24
Power Cable-Wire Power 750 MCM	per cable run	NRC	628.09
Facility Cable - Category 5 Connectorized	per linear ft	NRC	1.02
<b>Collocation Space Report</b>	per premise	NRC	974.02

## DESCRIPTION AND APPLICATION OF RATE ELEMENTS

### Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity:

Engineering/Major Augment Fee. The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

Engineering/Major Augment Fee (Microwave Only). The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

Minor Augment Fee. The Minor Augment Fee applies for each minor augment request of an Existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

Access Card Administration. The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

Cage Grounding Bar. The Cage Grounding Bar rate recovers the material and labor costs to provision a ground bar, including necessary ground wire, in the collocator's cage.

BITS Timing. The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

Overhead Superstructure. The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover Verizon's engineering, material, and installation costs for extending dedicated overhead superstructure.

Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering. The Facility Cable or Fiber Optic Patchcord Pull/Termination-Engineering charge is applied per project to recover the engineering costs of pulling and terminating the interconnection wire (cable or fiber patchcord) from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

Facility Pull. The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Cable Termination. The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable or fiber optic

patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

Fiber Cable Pull-Engineering. The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into Verizon's central office.

Fiber Cable Pull-Place Innerduct The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

Fiber Cable Pull-Labor. This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into Verizon's central office.

Fiber Cable Pull-Fire Retardant. This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination is applied per fiber cable termination and recovers the labor cost to terminate the fiber optic patchcord cable.

Fiber Splice-Engineering. The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

Fiber Splice. The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

DC Power. Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover Verizon's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

Cable Material Charges. The CLEC has the option of providing its own cable or Verizon may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless, and virtual collocation arrangements. If Verizon provides these cables, the applicable Cable Material Charge will be charged.

Adjacent Engineering Fee. The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

Adjacent Facility Pull-Labor. This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Adjacent Fiber Cable Termination. This charge covers the labor of terminating fiber cable for adjacent collocation to the main distribution frame block or DSX panel.

Collocation Space Report. When requested by a CLEC, Verizon will submit a report that indicates Verizon's available collocation space in a particular premise. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premise, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Verizon is taking to make additional space available for collocation.

Miscellaneous Services Labor. Additional labor, if required, by Verizon to complete a collocation request, disconnect collocation power cables, remove collocation equipments, or perform inventory services for CLECs.

Facility Pull (Microwave Only). The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

Building Penetration for Microwave Cable. The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

Special Work for Microwave. The costs incurred by Verizon for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

Virtual Equipment Installation. The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by Verizon for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

Virtual Software Upgrade. The Virtual Software Upgrade charge is applied per base unit when Verizon, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

Virtual Card Installation. The Virtual Card Installation charge is applied per card when Verizon, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

Dedicated Transit Service (DTS) Service Order Charge. Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring. Applied per DTS circuit to the requesting CLEC for recovery of DTS jumper material, wiring, service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning. Applied per DTS order to the request CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

## Monthly Recurring Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

Caged Floor Space. Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

Relay Rack Floor Space. The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

Cable Subduct Space-Manhole. This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

Cable Subduct Space. The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

Fiber Cable Vault Splice. The Fiber Cable Vault Splice charge applies per splice and covers the space and material cost associated with the CLEC's fiber cable splice within Verizon's cable vault.

Cable Rack Space-Metallic. The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within Verizon.

Cable Rack Space-Fiber. The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within Verizon's cable rack system.

Fiber Optic Patchcord Duct Space. The Fiber Optic Duct Space rate element is applied per cable run and recovers the cost for the central office duct space occupied by the fiber optic patchcord cable.

DC Power. The DC Power monthly charge is applied on a per load amp basis with a 10 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

Facility Termination. This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

BITS Timing. The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

Building Modification. The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in Verizon's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

Environmental Conditioning. The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (10 amp minimum) based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in Verizon's premises.

Adjacent Cable Vault Space. The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Adjacent Cable Rack Space. This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

Microwave Rooftop Space. Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

Virtual Equipment Maintenance. The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.