

Victor D. Del Vecchio  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585

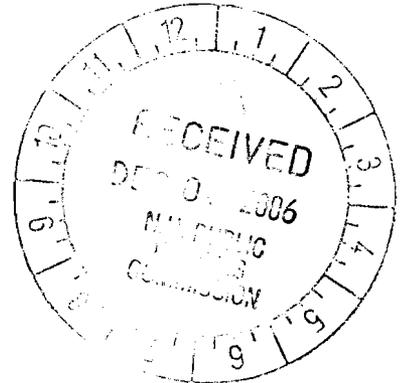
Phone 617 743-2323  
Fax 617 737-0648  
victor.delvecchio@verizon.com

December 6, 2006

**VIA OVERNIGHT DELIVERY**

Debra A. Howland, Director  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301

Re: Interconnection Agreement between Verizon New Hampshire  
and CommPartners, LLC



Dear Ms. Howland:

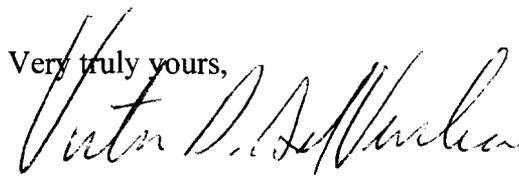
Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are five copies of the adoption by CommPartners, LLC of the arbitrated interconnection agreement between Verizon New Hampshire and AT&T Communications of New England, Inc.

Questions that the Commission or interested persons may have regarding the filing should be directed to me or to CommPartners' representative:

Kristopher E. Twomey  
CommPartners, LLC  
1425 Leimert Blvd., Suite 404  
Oakland, CA 94602  
510-285-8010

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your assistance.

Very truly yours,  
  
Victor D. Del Vecchio

Enclosures

cc: Mr. Kristopher E. Twomey

**Jeffrey A. Masoner**  
Vice President  
Partner Solutions  
Interconnection Services Policy & Planning



One Verizon Way  
VC32W-421  
Basking Ridge, NJ 07920

Tel.: 908-559-4610  
Fax: 908-766-3495  
jeffrey.a.masoner@verizon.com

September 5, 2006

David Clark  
President  
CommPartners, LLC  
3291 North Buffalo Drive, Suite 3  
Las Vegas, NV 89129

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

Dear Mr. Clark:

Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, MA 02110, has received correspondence stating that CommPartners, LLC ("CP"), a Nevada Limited Liability Company, with principal place of business at 3291 North Buffalo Drive, Suite 3, Las Vegas, NV 89129 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between AT&T Communications of New England, Inc. ("AT&T") and Verizon that was approved by the New Hampshire Public Utilities Commission (the "Commission") as an effective agreement in the State of New Hampshire, as such agreement exists on the date hereof (including, without limitation, Amendments 1, 2, 3 and 4 thereto, and specifically including the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of November 1, 2004 (referred to herein as the "Unitary Rate Amendment"), and the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of September 1, 2005 (referred to herein as the "AT&T DS0 Loop/Resale Amendment")), after giving effect to operation of law (the "Terms"). I understand CP has a copy of the Terms. Please note the following with respect to CP's adoption of the Terms.

the date hereof, apply not only between CP and Verizon in Verizon's service territory in the State of New Hampshire but, also, between CP (and its CLEC affiliates) and Verizon (and its operating telephone company affiliates) in all jurisdictions in which Verizon (or its operating telephone company affiliates) and CP (or its CLEC affiliates) are (or become) interconnected.

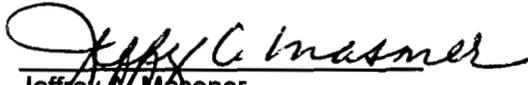
- E. In the event an interconnection agreement between Verizon and CP is currently in effect in the State of New Hampshire (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
  - F. Subject to the terms of the Unitary Rate Amendment and the AT&T DS0 Loop/Resale Amendment, Verizon's standard pricing schedule for interconnection agreements in the State of New Hampshire (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to CP's adoption of the Terms, except that, for the avoidance of any doubt the parties agree that the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto; and except that, for the further avoidance of any doubt, the Parties agree that the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto. CP should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
  - G. CP's adoption of the Terms shall become effective on October 7, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by CP as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern CP's adoption of the Terms.
2. As the Terms are being adopted by CP pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of CP's adoption of the Terms.

**SIGNATURE PAGE**

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

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE

  
Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

COMMPARTNERS, LLC

  
David Clark  
President

Attachment

**II. Transit Service**

a. Tandem Transit Traffic Service

Rates for Tandem Transit Traffic Service are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

b. Dedicated Transit Service

Rates for Dedicated Transit Service are as set forth in Verizon's NHPUC No. 83 Tariff, as amended from time to time.

**B. UNBUNDLED NETWORK ELEMENTS<sup>4 5</sup>**

**I. Unbundled Local Loops**

A. Rates for Unbundled Local Loops are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

B. Line and Station Transfer<sup>6</sup> NRC is \$147.75/Loop

**II. Unbundled IOF**

Rates for Unbundled IOF are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

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<sup>4</sup> All rates and charges specified herein are pertaining to the Network Element Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to UNE prices to conform to any modification of the FCC's UNE pricing rules.

<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and CP shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>6</sup> Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

**C. Collocation Rates** **As Applicable per this Appendix A.**  
**Collocation Rates (including, without Limitation, Splitter Connection and Installation Rates)**

**D. Rates for Splitter Connection and Installation Rates are as set forth in Verizon's NH PUC No. 84 Tariff, as amended from time to time.**

**VI. Combinations of Unbundled Network Elements**

Rates for Combinations of Network Elements are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

**VII. Unbundled Sub-Loop Arrangements (USLA)**

Rates for Unbundled Sub-Loop Arrangements are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

**VIII. Dark Fiber**

a. Recurring Charges

<b>Service or Element Description</b>	<b>Recurring Charges</b>
<b>Dark Fiber IOF</b>	
Dark Fiber IOF Mileage Charge/mile/pair	\$50.33
Dark Fiber Fixed Cost/SWC Charger	\$3.68
Dark Fiber Fixed Cost per Customer Premises	\$6.06
Dark Fiber Fixed Cost per Intermediate CO	\$6.65
Dark Fiber Fixed Cost per Remote Terminal	\$10.24
Dark Fiber Fixed Cost per CLEC CO/POP	\$5.51
Unusable Dark Fiber per Mile	\$0.00

	<b><u>Normal</u></b>	<b><u>Expedited</u></b>
(4) Fiber Layout Map (per hour or fraction thereof)		
Service Delivery Engineer		
Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
(5) Field Survey (per hour or fraction thereof)		
Service Delivery Engineer		
Network Transport Engineering –Planning	\$50.03	\$67.37
Network Transport Engineering –Design	\$50.03	\$67.37
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68
(6) Splicing (per hour or fraction thereof)		
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68
(7) Testing (per hour or fraction thereof)		
Outside Plant Operations (splicer)	\$45.21	\$58.20
Central Office Frame (COF)	\$42.95	\$59.68

**D. CUSTOMER USAGE DETAIL CHARGES**

Rates for Customer Usage Detail Charges are as set forth in Verizon's NHPUC No. 86 Tariff, as amended from time to time.

**E. TIME AND MATERIALS CHARGES**

Rates for Access to Time and Materials Charges are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

**F. 911/E911 INTERCONNECTION**

Rates for 911/E911 Interconnection are as set forth in Verizon's NHPUC No. 83 Tariff, as amended from time to time.

**G. OPERATIONS SUPPORT SYSTEMS**

Rates for access to, and development, maintenance and use of, Operations Support Systems, are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.