

Victor D. Del Vecchio  
Assistant General Counsel



February 8, 2007

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



Re: Interconnection Agreement between Verizon New Hampshire  
and United Systems Access, Inc.

Dear Ms. Howland:

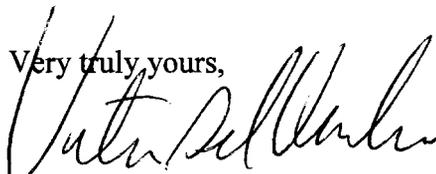
Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are an original and five copies of the adoption by United Systems Access, Inc. of the interconnection agreement between Verizon New Hampshire and Biddeford Internet Corporation d/b/a Great Works Internet.

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

Michael Carbonneau, Director of Operations  
United Systems Access, Inc.  
5 Bragdon Lane  
Kennebunk, ME 04043  
Tel: (207) 467-8300

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: Michael Carbonneau, Director of Operations

**DISTRIBUTED**

**DOCKET**

**Gary Librizzi**  
Director-Negotiations  
Partner Solutions  
Interconnection Services Policy & Planning



741 Zeckendorf Blvd.  
Floor 2  
Garden City, NY 11530

Tel.: 516-683-7062  
Fax: 516-683-7622  
gary.r.librizzi@verizon.com

January 5, 2007

L. William Fogg  
President/CEO  
United Systems Access, Inc.  
5 Bragdon Lane  
Kennebunk, ME 04043

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

Dear Mr. Fogg:

Verizon New England Inc., d/b/a Verizon New Hampshire ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, MA 02110, has received correspondence stating that United Systems Access, Inc. ("USAT"), a Delaware corporation, with principal place of business at 5 Bragdon Lane, Kennebunk, ME 04043 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Biddeford Internet Corporation d/b/a Great Works Internet ("Biddeford") 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 after giving effect to operation of law (the "Terms"). I understand USAT has a copy of the Terms. Please note the following with respect to USAT's adoption of the Terms.

1. By USAT's countersignature on this letter, USAT hereby represents and agrees to the following seven points:
  - A. USAT adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that USAT shall be substituted in place of Biddeford Internet Corporation d/b/a Great Works Internet and Biddeford in the Terms wherever appropriate.

- B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
- C. Notice to USAT and Verizon as may be required or permitted under the Terms shall be provided as follows:

To United Systems Access, Inc.:

Attention: Michael Carbonneau  
Director of Operations  
5 Bragdon Lane  
Kennebunk, ME 04043  
Telephone Number: (207) 467-8300, Ext.: None  
Facsimile Number: (207) 467-8341  
Internet Address: mcarbonneau@usacsp.com

To Verizon:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel  
Verizon Partner Solutions  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: (703) 351-3664

- D. USAT represents and warrants that it is a certified provider of local telecommunications service in the State of New Hampshire, and that its adoption of the Terms will cover services in the State of New Hampshire only.
- E. In the event an interconnection agreement between Verizon and USAT 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. 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 USAT's adoption of the Terms. USAT 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. USAT's adoption of the Terms shall become effective on December 13, 2006. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by USAT as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern USAT's adoption of the Terms.
2. As the Terms are being adopted by USAT 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 USAT's adoption of the Terms.
  3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
  4. Verizon reserves the right to deny USAT's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to USAT are greater than the costs of providing them to Biddeford;
    - B. if the provision of the Terms to USAT is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to USAT under applicable law.
  5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation

obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

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

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

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

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

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

Sincerely,

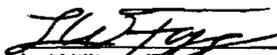
VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE



\_\_\_\_\_  
Gary Librizzi  
Director-Negotiations  
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

UNITED SYSTEMS ACCESS, INC.



\_\_\_\_\_  
L. William Fogg  
President/CEO

Attachment

**APPENDIX A<sup>1 2</sup>**

**(NEW HAMPSHIRE)  
V1.10**

**A. INTERCONNECTION<sup>3</sup>**

**I. Rates for Transport and Termination of Traffic**

1.	Reciprocal Compensation Traffic or End Office Rate	<p>End Office: (Day) = \$0.002810 per minute                  (Eve) = \$0.003860 per minute                  (Night) = \$0.001341 per minute</p> <p>Tandem Office: (Day) = \$0.002810 per minute                  (Eve) = \$0.003860 per minute                  (Night) = \$0.001341 per minute</p> <p>Charged in accordance with Interconnection Attachment.</p>
2.	Access charges for Intrastate and/or Interstate	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon NH PUC No. 85 access tariff for Feature Group D services, as amended from time to time.
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Verizon Tandem Office, Verizon Serving Wire Center, or other Point of Interconnection	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon NH PUC No. 85 access tariff for Feature Group D service as amended from time to time..

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. 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 USAT shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (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>3</sup> All rates and charges specified herein are pertaining to the Interconnection 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 USAT 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.

**III. Unbundled Network Interface Device and House and Riser**

Rates for Unbundled Network Interface Device and House and Riser are as set forth in Verizon's NHPUC No. 84 Tariff, as amended from time to time.

**IV. Intrastate Collocation**

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

**V. Line Splitting (also referred to as "Loop Sharing")<sup>7 8</sup>**

**A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes without limitation, if applicable, Field Dispatch, TC Not Reqdy, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

**B. Other Charges**

**i. Regrade**                      **\$NRC TBD**

**ii. \*Service Connection**  
**\*Service Connection-Other**

A second Service Connection NRC and Service Connection Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect**

A disconnect NRC applies as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers/  
Pair Swaps**

<sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>8</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

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. Non-Recurring Charges**

Service or Element Description:	Non-Recurring Charges	
	Normal	Expedited
<b>Dark Fiber</b>		
<b><u>Dark Fiber IOF</u></b>		
Service Order		
per initial pair - per pair	\$22.50	N/A
Each additional pair-per additional pair	\$20.45	N/A
Service Connection - C.O. Wiring		
Connect per order	\$21.13	\$27.39
Disconnect per order	\$13.98	\$18.12
Provisioning		
Connect per order	\$116.06	\$149.58
Disconnect per order	\$27.47	\$38.16
Field Installation	\$91.34	\$123.43
<b><u>Dark Fiber Loop</u></b>		
Service Order		
per initial pair - per pair	\$22.50	N/A
Each additional pair-per additional pair	\$20.45	N/A
Service Connection - C.O. Wiring		
Connect per order	\$18.48	\$23.96
Disconnect per order	\$13.49	\$17.49
Provisioning		
Connect per order	\$103.35	\$144.83
Disconnect per order	\$36.67	\$51.38
Field Installation	\$91.34	\$123.43
<b><u>Unbundled Dark Fiber</u></b>		
(1) Records Review		
-per fiber pair	\$207.16	N/A
(2) Cable Documentation		
- per request	\$84.34	N/A
(3) Intermediate Office		
- per intermediate office, per fiber pair - Connect	\$21,13	\$27.39
- per intermediate office, per fiber pair – Disconnect	\$13.98	\$18.12
Other Charges, Time and Materials		

	<u>Normal</u>	<u>Expedited</u>
(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

## IX. Routine Network Modifications<sup>9</sup>

	<u>Non-Recurring Charges</u>
Clear Defective Pair	TBD
Reassignment of Non-Working Cable Pair	TBD
Binder Group Rearrangement	TBD
Repeater – Installation	TBD
Apparatus Case – Installation	TBD
Range Extenders – DS0 Installation	TBD
Range Extenders – DS1 Installation	TBD
Channel Unit to Universal/Cotted DLC System (existing)	TBD
Serving Terminal – Installation/Upgrade	TBD
Activate Dead Copper Pair	TBD
Multiplexer – 1/0 – Installation	TBD
Multiplexer – 1/0 – Reconfiguration	TBD
Multiplexer – 3/1 – Installation	TBD
Multiplexer – 3/1 – Reconfiguration	TBD
Multiplexer – Other – Installation	TBD
Move Drop	TBD
Cross-Connection – Existing Fiber Facility	TBD
Line Card – Installation	TBD
Copper Rearrangement	TBD
Central Office Terminal – Installation	TBD
IDLC Only Condition	TBD
Other Required Modifications	TBD
 <b><u>OTHER</u></b>	
Commingled Arrangements – per circuit NRC	TBD
Conversion – Service Order	TBD
Conversion – Installation per circuit	TBD
Circuit Retag – per circuit	TBD
 Dark Fiber – Dark Fiber Routine Network Modifications	 TBD

## C. RESALE<sup>10</sup>

Wholesale discounts are as set forth in Verizon's NHPUC No. 86 Tariff, as amended from time to time.

<sup>9</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under this Agreement (e.g., services, facilities, arrangements and the like for which and unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms conditions other than those that may be required by the Agreement.

<sup>10</sup> All rates and charges specified herein are pertaining to the Resale Attachment.

**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.

