

Victor D. Del Vecchio
Assistant General Counsel

DT05-113

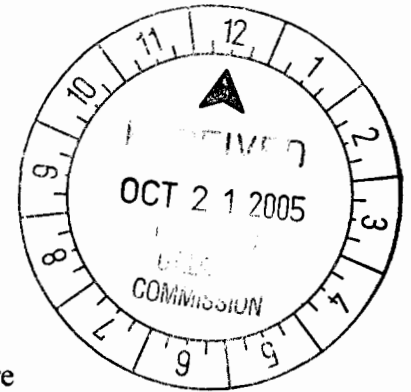


185 Franklin Street, 13th Floor
Boston, MA 02110-1585

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

October 21, 2005

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 ACN Communication Services, Inc.

Dear Ms. Howland:

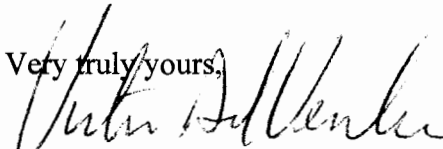
Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 are an original and five copies of the adoption by ACN Communication Services, Inc. of the arbitrated interconnection agreement between Verizon New Hampshire and Global NAPs, Inc.

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

Colleen Jones, General Counsel
ACN Communication Services, Inc.
32991 Hamilton Court
Farmington, MI 48334
Tel: (248) 699-4000

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: Colleen Jones, General Counsel

Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning



Wholesale Markets
1310 N Court House Rd
9th fl, RM 9E104
Arlington, VA 22201

Tel. 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

September 22, 2005

David Stevanovski
Chief Operating Officer
ACN Communication Services, Inc.
32991 Hamilton Court
Farmington Hills, MI 48334

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

Dear Mr. Stevanovski:

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 your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), ACN Communication Services, Inc. ("ACN"), a Michigan corporation, with principal place of business at 32991 Hamilton Court, Farmington Hills, MI 48334 wishes to adopt the terms of the arbitrated Interconnection Agreement between Global NAPS, Inc. ("GNAPS") and Verizon that was approved by the New Hampshire Public Utilities Commission (the "Commission") as an effective agreement in the State of New Hampshire in Docket No. DT 02-107, as such agreement exists on the date hereof (including any effective and approved amendments thereto) after giving effect to operation of law (the "Terms"). I understand ACN has a copy of the Terms. Please note the following with respect to ACN's adoption of the Terms.

1. By ACN's countersignature on this letter, ACN hereby represents and agrees to the following six points:
 - A. ACN adopts (and agrees to be bound by) the Terms of the GNAPS/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that ACN shall be substituted in place of Global NAPS, Inc. and GNAPS in the Terms wherever appropriate.
 - B. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies 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"), 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 that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51.
 - C. Notice to ACN and Verizon as may be required under the Terms shall be provided as follows:

To ACN Communication Services, Inc.:

Attention: Colleen Jones
General Counsel
32991 Hamilton Court
Farmington Hills, MI 48334
Telephone Number: (248) 699-4000
Facsimile Number: (248) 489-4000
Internet Address: dstevanovski@acninc.com

To Verizon:

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

with a copy to:

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

- D. ACN 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 ACN 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 ACN's adoption of the Terms. ACN should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. ACN's adoption of the GNAPS arbitrated Terms shall become effective on September 8, 2005. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by ACN as to the points set out in

Paragraph One hereof. The term and termination provisions of the GNAPS/Verizon agreement shall govern ACN's adoption of the Terms.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. DT 02-107, or to seek review in any way of any provisions included in these Terms as a result of ACN's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. DT 02-107 (the GNAPS arbitration) or 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.
5. Verizon reserves the right to deny ACN's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to ACN are greater than the costs of providing them to GNAPS;
 - B. if the provision of the Terms to ACN is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to ACN under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27,

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

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

2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

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

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

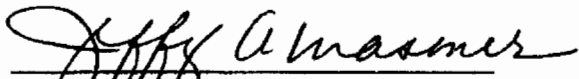
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

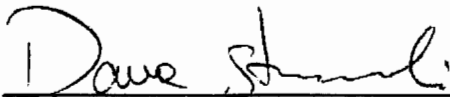
VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE



Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, C, D, E and F of Paragraph 1 and as to Paragraph 2:

ACN COMMUNICATION SERVICES, INC.



David Stevanovski
Chief Operating Officer

c: K. Robertson - Verizon

APPENDIX A^{1 2}

**VERIZON NEW HAMPSHIRE AND ACN
V1.5**

A. INTERCONNECTION³

I. Rates for Transport and Termination of Traffic

1.	Reciprocal Compensation Traffic or End Office Rate	End Office: (Day) = \$0.002810 per minute (Eve) = \$0.003860 per minute (Night) = \$0.001341 per minute Tandem Office: (Day) = \$0.002810 per minute (Eve) = \$0.003860 per minute (Night) = \$0.001341 per minute Charged in accordance with Interconnection Attachment.
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon Tariffs FCC No. 11 and PUC No. 85, 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 Tariffs FCC No. 11 and PUC No. 85, as amended from time to time, for Feature Group D service.

II. Transit Service

(a). Tandem Transit Service

¹ 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 for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). 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 ACN 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, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² For a Service for which the rates are identified as "SGAT/Tariff," the following rates shall apply. Until a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Statement of Generally Available Terms and Conditions ("SGAT") that is on file with the Commission, as amended from time to time. Once a Verizon Tariff containing the rates for that Service becomes effective, the rates for that Service will be the rates set forth in Verizon's Tariff, as amended from time to time.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

Rates for Tandem Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

(b). *Dedicated Transit Service*

Rates for Dedicated Transit Service are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

B. UNBUNDLED NETWORK ELEMENTS^{4 5}

I. Unbundled Database Access

(a). 800/888 Database

Rates for access to 800/888 Database are as set forth in Verizon's SGAT/Tariff, as amended from time to time

(b). LIDB

Rates for access to LIDB are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

II. Unbundled Local Loops

Rates for Unbundled Local Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

III. Unbundled IOF

Rates for Unbundled IOF are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

IV. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for Unbundled Common Channel Signaling and Call-Related Database Access are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

V. Unbundled Local Switching

Rates for Unbundled Local Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

VI. Unbundled Tandem Switching

Rates for Unbundled Tandem Switching are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

VII. 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 SGAT/Tariff, as amended from time to time.

VIII. Line Sharing

⁴ 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.

⁵ 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 ACN 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, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Rates for Line Sharing are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

IX. Line Splitting

Rates for Line Splitting are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

X. Combinations of Unbundled Network Elements

Rates for Combinations of Network Elements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

XI. Unbundled Sub-Loop Arrangements (USLA)

Rates for Unbundled Sub-Loop Arrangements are as set forth in Verizon's SGAT/Tariff, as amended from time to time

XII. Access to Feeder Sub Loops

Rates for Access to Feeder Sub Loops are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

XIII. Dark Fiber

Rates for Dark Fiber are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

C. RESALE⁶

Wholesale discounts are as set forth in Verizon's SGAT/Tariff, as amended from time to time.

D. CUSTOMER USAGE DETAIL CHARGES

Rates for Customer Usage Detail Charges are as set forth in Verizon's SGAT/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 SGAT/Tariff, as amended from time to time.

F. 911/E911 INTERCONNECTION

Rates for 911/E911 Interconnection are as set forth in Verizon's SGAT/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 SGAT/Tariff, as amended from time to time.

⁶ All rates and charges specified herein are pertaining to the Resale Attachment.

H. INTRASTATE COLLOCATION

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