



Gary Librizzi
Director - Negotiations

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October 4, 2006

Mr. Ted Schremp
Sr. VP and General Manager
Charter Telephone
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

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

Dear Mr. Schremp:

Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), Wisconsin corporations, with offices at 8001 West Jefferson, Ft. Wayne, IN 46804, has received correspondence stating that Charter Fiberlink-Illinois, LLC ("Charter"), a Delaware limited liability company, with principal place of business at 12405 Powerscourt Drive, St. Louis, MO 63131, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Trans National Communications International, Inc. and Verizon that was approved by the Illinois Commerce Commission (the "Commission") as an effective agreement in the State of Illinois in Docket No. 05-0499, as such agreement exists on the date hereof (including, without limitation, Amendment No. 1 thereto) after giving effect to operation of law (the "Terms"). I understand Charter has a copy of the Terms. Please note the following with respect to Charter's adoption of the Terms.

1. By Charter's countersignature on this letter, Charter hereby represents and agrees to the following six points:

- A. Charter adopts (and agrees to be bound by) the Terms, and, in applying the Terms agrees that Charter shall be substituted in place of Trans National Communications International, Inc. and TNCI 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 Charter and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Charter Fiberlink-Illinois, LLC:

Attention:
Legal Department - Telephone
12405 Powerscourt Drive
St. Louis, MO 63131

Facsimile Number: (314) 965-6640

Attention: Christopher W. Savage
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Ave., N.W., Suite 200
Washington, DC 20006
Telephone Number: (202) 659-9750
Facsimile Number: (202) 452-0067
Internet Address: csavage@crblaw.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 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. Charter represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only.
 - E. In the event an interconnection agreement between Verizon and Charter is currently in effect in the State of Illinois (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. Charter's adoption of the Terms shall become effective on April 25, 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 Charter as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Charter's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 6, 2007.
- 2. As the Terms are being adopted by Charter pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to Charter 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 Charter'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 Charter's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Charter are greater than the costs of providing them to Trans National Communications International, Inc.;
 - B. if the provision of the Terms to Charter is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Charter 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.¹ 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

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, 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.

6. Should Charter 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 Charter 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 Charter's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Charter resulting from Charter'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.

SIGNATURE PAGE

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

Sincerely,

VERIZON NORTH INC.
VERIZON SOUTH INC.

Gary Librizzi
Director - Negotiations

Reviewed and countersigned as to Paragraph 1 only. Charter acknowledges that the statements in Paragraphs 2 through 7 above (“Verizon’s Statements of Position”) state Verizon’s position as to issues related to adoptions, but Charter (i) disagrees with them, (ii) reserves all rights to dispute any and all of Verizon’s Statements of Position, and (iii) asserts that Verizon’s Statements of Position do not, and should not be used to, change or alter the underlying Terms adopted by Charter. Paragraph 1 only contains the terms agreed to for the adoption.

CHARTER FIBERLINK-ILLINOIS, LLC

Mr. Ted Schremp
Sr. VP and General Manager