

**Ruth Nettles**

**From:** Scobie, Teresa A (TERRY) [terry.scobie@verizon.com]  
**Sent:** Wednesday, July 22, 2009 11:22 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** O'Roark, Dulaney L; David Christian; Clark, Demetria Germaine; vzcontractadmin@verizon.com; anthony@nettalk.com  
**Subject:** Petition for Approval of Section 252(i) Adoption of IURC Agreement Between Verizon Florida LLC and YMax Communications Corp. by NET TALK.COM, INC.  
**Attachments:** VZ FL-NET TALK-252i-YMAX Adoption.pdf

090382



The attached document is submitted for filing on behalf of Verizon Florida LLC by

Dulaney L. O'Roark III  
P. O. Box 110, MC FLTC0007  
Tampa, Florida 33601-0110  
(678) 259-1449  
[de.oroark@verizon.com](mailto:de.oroark@verizon.com)

The document consists of a total of 23 pages - cover letter (1 page), Petition (1 page), Adoption Letter (20 pages) and Certificate of Service (1 page).

Terry Scobie  
Legal Secretary II  
Verizon Legal Department  
P. O. Box 110 - MC FLTC0007  
Tampa, Florida 33601-0110  
813-483-2610 (tel)  
813-204-8870 (fax)  
[terry.scobie@verizon.com](mailto:terry.scobie@verizon.com)

DOCUMENT NUMBER-DATE  
07414 JUL 22 8  
FPSC-COMMISSION CLERK

Dulaney L. O'Roark III  
Vice President & General Counsel, Southeast Region  
Legal Department



5055 North Point Parkway  
Alpharetta, Georgia 30022

Phone 678-259-1449  
Fax 678-259-1589  
de.oroark@verizon.com

July 22, 2009 – VIA ELECTRONIC MAIL

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No.  
Petition for Approval of Section 252(i) Adoption With Modifications of the  
Existing Terms of the Interconnection, Unbundling, Resale and Collocation  
Agreement Between YMax Communications Corp. and Verizon Florida LLC by  
NET TALK.COM, INC.

Dear Ms. Cole:

The above-referenced Petition is enclosed for filing. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 678-259-1449.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

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Enclosures

DOCUMENT NUMBER-DATE

07414 JUL 22 09

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Section 252(i) ) Docket No.  
Adoption With Modifications of the Existing Terms ) Filed: July 22, 2009  
of the Interconnection, Unbundling, Resale and )  
Collocation Agreement Between YMax )  
Communications Corp. and Verizon Florida LLC )  
by NET TALK.COM, INC. )  
\_\_\_\_\_ )

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS OF THE EXISTING TERMS OF THE INTERCONNECTION, UNBUNDLING, RESALE AND COLLOCATION AGREEMENT BETWEEN YMAX COMMUNICATIONS CORP. AND VERIZON FLORIDA LLC BY NET TALK.COM, INC.**

Verizon Florida LLC (Verizon) files this petition before the Florida Public Service Commission (Commission) seeking approval of NET TALK.COM, INC.'s Section 252(i) adoption with modifications of the existing terms of the interconnection, unbundling, resale and collocation agreement between Verizon and YMax Communications Corp. According to Staff's memorandum in Docket No. 060457-TP, the Verizon/YMax agreement went into effect by operation of law on September 18, 2006.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on July 22, 2009.

By: s/ Dulaney L. O'Roark III  
Dulaney L. O'Roark III  
P. O. Box 110, MC FLTC0007  
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Attorney for Verizon Florida LLC

DOCUMENT NUMBER-DATE

07414 JUL 22 09

FPSC-COMMISSION CLERK

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



1320 N. Court House Rd.  
8<sup>th</sup> Floor, Room 0898  
Arlington, VA 22201

Tel.: 703 974-4610  
Fax: 703-974-1970  
jeffrey.a.masoner@verizon.com

June 22, 2009

Kenneth Hosfeld  
EVP  
NET TALK.COM, INC.  
1100 NW 163rd Drive  
Miami, FL 33169

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

Dear Mr. Hosfeld:

Verizon Florida LLC ("Verizon"), a Florida limited liability company, with principal place of business at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, has received correspondence stating that NET TALK.COM, INC. ("Nettalk"), a Florida corporation, with principal place of business at 1100 NW 163rd Drive, Miami, Florida 33169 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between YMax Communications Corp. ("Ymax") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto) after giving effect to operation of law (the "Terms"). I understand Nettalk has a copy of the Terms. Please note the following with respect to Nettalk's adoption of the Terms.

1. By Nettalk's countersignature on this letter, Nettalk hereby represents and agrees to the following seven points:
  - A. Nettalk adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Nettalk shall be substituted in place of YMax Communications Corp. and Ymax 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 Nettalk and Verizon as may be required or permitted under the Terms shall be provided as follows:

To NET TALK.COM, INC.:

Attention: Anthony DiFiore  
Project Director/Nettalk  
1100 NW 163rd Drive  
Miami, FL 33169  
Telephone Number: (704) 807-1823, Ext.: None  
Facsimile Number: (305) 621-1201  
Internet Address: anthony@nettalk.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  
1320 N. Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

- D. Nettalk represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
- E. In the event an interconnection agreement between Verizon and Nettalk is currently in effect in the State of Florida (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 Florida (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to Nettalk's adoption of the Terms. Nettalk 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. Nettek's adoption of the Terms shall become effective on June 19, 2009. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Nettek as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Nettek's adoption of the Terms.

2. As the Terms are being adopted by Nettek 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 Nettek'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 Nettek's application of the Terms, in whole or in part, at any time:
  - A. when the costs of providing the Terms to Nettek are greater than the costs of providing them to Ymax;
  - B. if the provision of the Terms to Nettek is not technically feasible; and/or
  - C. to the extent that Verizon otherwise is not required to make the Terms available to Nettek 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

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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

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 Nettetk 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 Nettetk 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 Nettetk's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Nettetk resulting from Nettetk'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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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 [http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec\\_01-05\\_21,00.html](http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html).

<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 Nettek to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON FLORIDA LLC

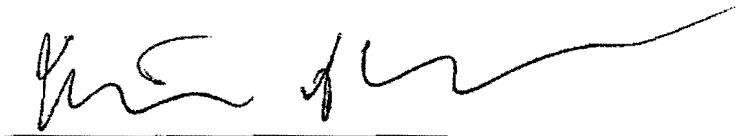


Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

7/17/09  
DATE

Reviewed and countersigned as to Paragraph 1:

NET TALK.COM, INC.



Kenneth Hosfeld  
EVP

JULY 08, 2009  
DATE

Attachment



APPENDIX A<sup>1 2</sup>

(FLORIDA)  
v1.12

I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0022574 per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0040108 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0016723 per minute of use.**

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

D. Exchange Access Service: Per Verizon interstate and/or Verizon intrastate access tariff

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<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.

UNE rates and charges set forth in this Appendix that are marked with a (▲) are pursuant to FL Order No. PSC-02-1574-FOF-TP, Docket No. 990649B-TP. These UNE rates became effective on August 5, 2003 for seventeen (17) named CLECs (per FL Order No. PSC-03-0896-PCO-TP) and became effective on December 8, 2004 for other CLECs.

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 Nettalk 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>2</sup> Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Nettalk when purchasing these services for its use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Nettalk in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

**II. Services Available for Resale**

The avoided cost discount for all Resale services is 13.04%.

**Non-Recurring Charges (NRCs) for Resale Services**

Pre-ordering		
CLEC Account Establishment Per CLEC		\$273.09
Customer Record Search Per Account		\$ 11.69
Ordering and Provisioning		
Engineered Initial Service Order (ISO) - New Service		\$311.98
Engineered Initial Service Order - As Specified		\$123.84
Engineered Subsequent Service Order		\$ 59.61
Non-Engineered Initial Service Order - New Service		\$ 42.50
Non-Engineered Initial Service Order - Changeover		\$ 21.62
Non-Engineered Initial Service Order - As Specified		\$ 82.13
Non-Engineered Subsequent Service Order		\$ 19.55
Central Office Connect		\$ 12.21
Outside Facility Connect		\$ 68.30
Manual Ordering Charge		\$ 12.17
Custom Handling		
Service Order Expedite:		
Engineered		\$ 35.48
Non-Engineered		\$ 12.59
Coordinated Conversions:		
ISO		\$ 17.76
Central Office Connection		\$ 10.71
Outside Facility Connection		\$ 9.59
Hot Coordinated Conversion First Hour:		
ISO		\$ 30.55
Central Office Connection		\$ 42.83
Outside Facility Connection		\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO		\$ 6.40
Central Office Connection		\$ 10.71
Outside Facility Connection		\$ 9.59

### III. Prices for Unbundled Network Elements<sup>4</sup>

#### Monthly Recurring Charges

##### Local Loop (Includes NID)

2 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	12.00▲
Zone 2 – Medium	\$	16.18▲
Zone 3 – Low	\$	27.54▲
4 Wire Analog & Digital Loop (inclusive of NID)		
Zone 1 – High	\$	28.45▲
Zone 2 – Medium	\$	38.36▲
Zone 3 – Low	\$	65.31▲
DS-1 Loop & PRI		
Zone 1	\$	130.25▲
Zone 2	\$	175.63▲
Zone 3	\$	299.06▲
DS-3 Loop (Statewide Average)	\$	972.23▲

##### Supplemental Features (must order with loop):

ISDN-BRI Line Loop Extender	\$	4.83▲
Coin Loop Extension	\$	16.67▲

##### House and Riser Cable (Per Pair)

Statewide Average (assumes average of 5 floors)	\$	1.78▲
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<sup>4</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 Nettalk 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.

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

### Sub-Loop

2-Wire Distribution (includes NID)		
Zone 1	\$	8.73▲
Zone 2	\$	11.77▲
Zone 3	\$	20.03▲
4-Wire Distribution (includes NID)		
Zone 1	\$	14.46▲
Zone 2	\$	19.49▲
Zone 3	\$	33.19▲
2-Wire Drop (includes NID)		
Zone 1	\$	1.50▲
Zone 2	\$	2.02▲
Zone 3	\$	3.44▲
4-Wire Drop (includes NID)		
Zone 1	\$	1.67▲
Zone 2	\$	2.25▲
Zone 3	\$	3.84▲

### Network Interface Device (leased separately)

Per 2-Wire Loop	\$	1.28▲
Per 4-Wire Loop	\$	1.52▲

### Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS0/VG Transport Facility per ALM	\$	0.02▲
IDT DS0/VG Transport per Termination	\$	11.00▲
IDT DS1 Transport Facility per ALM	\$	0.19▲
IDT DS1 Transport per Termination	\$	21.35▲
IDT DS3 Transport Facility per ALM	\$	0.94▲
IDT DS3 Transport per Termination	\$	50.50▲
Multiplexing (Dedicated Transport)		
DS1 to Voice Grade Multiplexing	\$	139.91▲
DS3 to DS1 Multiplexing	\$	385.33▲
DS1 Clear Channel Capability	\$	16.00

### Unbundled Dark Fiber

Unbundled Dark Fiber Loops		
Dark Fiber Loop (per fiber strand)	\$	48.74▲
Unbundled Dark Fiber Dedicated Transport (per fiber strand)		
Dark Fiber IDT – Facility per ALM	\$	32.69▲
Dark Fiber IDT – per Termination	\$	1.69▲
Intermediate Office Cross Connect	\$	22.11

**EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

**Line Splitting (also referred to as “Loop Sharing”)<sup>5 6</sup>**

**A. Unbundled Local Loops**

As Applicable per Verizon Florida Appendix A to the Pricing Attachment of the Interconnection Agreement 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 Ready, Loop Qualification, Engineering Query (where available), Engineering Work Order (where available), 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** \$8.09 NRC

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

**C. Collocation Rates**

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

<sup>5</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>6</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.

**NON-RECURRING CHARGES - OTHER UNE's**

<b>LOCAL WHOLESALF SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech</b>	<b>Provisioning Service Connection Initial Unit</b>	<b>Additional Unit</b>
<b>LOCAL LOOPS (Includes NID) *</b>				
<b>2-WIRE LOOP</b>				
Exchange - Basic - Initial	\$ 30.42	\$ 17.95	\$ 28.55	\$ 27.24
Exchange - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Non-Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Non-Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Non-Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.92	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
<b>4-WIRE LOOP</b>				
Exchange - Basic - Initial	\$ 30.42	\$ 17.92	\$ 28.55	\$ 27.24
Exchange - Basic Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.95	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
<b>DS-1 LOOP / PRI LOOP</b>				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
<b>DS-3 LOOP</b>				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
<b>HOUSE AND RISER CABLE *</b>				
Exchange	\$ 39.89	\$ 26.85	\$ 30.25	N/A
Disconnect	\$ 9.44	\$ 6.16	\$ 25.70	N/A

\* Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

**UNBUNDLED NID**

Exchange	\$39.89	\$26.85	\$ 1.10	N/A
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**SUB-LOOP****2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION  
(Includes NID)**

Exchange - FDI Distribution Connection - Initial	\$ 30.42	\$ 17.95	\$ 36.58	\$ 29.71
Exchange - FDI Distribution Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 18.71	\$ 9.08
Exchange - FDI Distribution Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60

**2-WIRE DROP & 4-WIRE DROP (Includes NID)**

Serving Terminal Connection - Initial	\$ 30.42	\$ 17.95	\$ 13.17	\$ 8.24
Serving Terminal Disconnect	\$ 9.05	\$ 6.03	\$ 14.92	\$ 8.01
Serving Terminal Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 12.06	\$ 5.91

**DARK FIBER**

Advanced - Service Inquiry Charge (Dark Fiber Record Review) ▲	\$ 316.40	\$ 314.73	N/A	N/A
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**Unbundled DF Loops ▲**

Advanced - Unbundled Loop	\$ 44.02	\$ 42.35	\$ 67.62	\$N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 67.62	N/A

**Unbundled DF Dedicated Transport (Per Fiber Strand)▲**

Advanced – UNE Inter-Office Dedicated Transport	\$ 44.02	\$ 42.35	\$ 70.29	N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 70.29	N/A

Intermediate Office Cross connect	\$ 17.65			
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**Dark Fiber Optional Engineering Services (Based on Time and Material charges, per hour)**

Customer Access Facility (CAF) Planner	\$ 95.06			
Business Response Provisioning Center (BRPC) Design	\$ 50.63			
Central Office (CO) Maintenance	\$ 48.39			
Outside Plant (OSP) Construction	\$ 59.99			
Outside Plant (OSP) Engineer	\$ 83.98			



**ENHANCED EXTENDED LINK Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)**

Advanced - Basic - Initial	\$ 53.12	\$ 35.38	\$ 277.83	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 154.79	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS0 Initial	\$ 53.12	\$ 35.38	\$ 242.65	N/A
DS0 - Initial Disconnect	\$ 40.59	\$ 24.71	\$ 140.04	N/A
DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS1/DS3 - Initial	\$ 61.55	\$ 44.83	\$ 331.84	N/A
DS1 / DS3 Disconnect	\$ 41.73	\$ 25.01	\$ 176.02	N/A
DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

**LINE COMBINATIONS (EELs)**

DS3 to DS1 Multiplexing	N/A	N/A	\$ 99.42	N/A
DS1 to Voice Multiplexing	N/A	N/A	\$ 99.42	N/A

**Changeover Charge (Conversion from Special Access to EEL or transport)**

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$96.48	\$59.33	\$24.98	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS0 Changeover (As Is)	\$ 96.48	\$ 59.33	\$ 24.98	N/A
DS0 - Changeover (As Is) - MOG	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)	\$ 106.97	\$ 69.83	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech	Provisioning Service Connection Initial Unit	Additional Unit
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LOOP CONDITIONING (No charge for loops 18,000 feet or less)				
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Loop Conditioning - Bridged Tap Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Bridged Tap Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Bridged Tap Removal – Loops over 18,000 feet	N/A	N/A	\$318.71	N/A
Loop Conditioning - Load Coil Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning – Load Coil Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning – Load Coil Removal – Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coils / Bridged Tap Removal over 18,000 feet	N/A	N/A	\$ 568.62	\$249.91

LOOP QUALIFICATION				
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Loop Qualification	\$ 0.51	\$ 0.51	N/A	N/A
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LINE AND STATION TRANSFER				
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INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)				
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**IDT DS0 / VG**

Advanced - Basic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 103.55	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$80.16	N/A

**IDT DS1 & IDT DS3**

Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

<sup>7</sup> A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

LOCAL WHOLESALER SERVICES	Ordering 100% Manual	Ordering Semi-Mech	Provisioning Service Connection Initial Unit	Additional Unit
<b>MISCELLANEOUS CHARGES</b>				

**Coordinated Conversions ▲**

Exchange – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A

**Hot-Cut Coordinated Conversions ▲**

Exchange – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A

**EXPEDITES – Other**

UNE Loop/Port – Exchange Services ▲	\$ 4.27	\$ 4.27	N/A	N/A
UNE Loop/Port – Advanced Services ▲	\$ 25.32	\$ 25.32	N/A	N/A
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A

**OTHER**

Customer Record Search (Per Account) ▲	\$ 7.13	N/A	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC) ▲	\$ 140.91	\$ 140.91	N/A	N/A
No Access Customer Will Advise ▲	\$ 90.33	\$ 90.33	N/A	N/A

**ROUTINE NETWORK MODIFICATIONS<sup>8</sup>**

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

<sup>8</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 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 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 or conditions other than those that may be required by the Agreement.

\* While Verizon is not pursuing charges associated with routine network modifications at this time, Verizon reserves the right to pursue such charges at a later date.

## Application of NRCs

### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Nettalk orders any service from this Agreement.

Customer Record Search applies when Nettalk requests a summary of the services currently subscribed to by the end-user.

### Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop, 4-Wire Analog

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

#### EELs

The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

#### Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Nettetalk requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Nettetalk requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Nettetalk requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Access Tariff

**V. Collocation Rates**

See FL Intrastate Access Tariff, Section 19, Collocation Service.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail(\*) and electronic mail(\*\*) on July 22, 2009 to the following:

Staff Counsel(\*)  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

NET TALK.COM, INC.(\*\*)  
Attention: Anthony DiFiore  
Project Director/Nettalk  
1100 NW 163<sup>rd</sup> Drive  
Miami, FL 33169  
[anthony@nettalk.com](mailto:anthony@nettalk.com)

s/ Dulaney L. O'Roark III