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October 18, 2004 – **VIA ELECTRONIC MAIL**

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 040156-TP  
Petition for Arbitration of Amendment to Interconnection Agreements With  
Certain Competitive Local Exchange Carriers and Commercial Mobile Radio  
Service Providers in Florida by Verizon Florida Inc.

Dear Ms. Bayo:

Enclosed for filing is Verizon Florida Inc.'s Reply to Answers to Verizon Florida's  
Petition for Arbitration in the above matter. Service has been made as indicated on the  
Certificate of Service. If there are any questions concerning this filing, please contact  
me at 813-483-1256.

Sincerely,

/s/ Richard A. Chapkis

Richard A. Chapkis

RAC:tas  
Enclosures

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of Verizon Florida Inc.'s Reply to Answers to Verizon Florida's Petition for Arbitration in Docket No. 040156-TP were sent via U. S. mail on October 18, 2004 to the parties on the attached list.

/s/ Richard A. Chapkis

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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: **Petition for Arbitration of Amendment to Interconnection Agreements with Certain Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Florida by Verizon Florida Inc.** ) **Docket No. 040156-TP**  
 ) **Filed: October 18, 2004**  
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**VERIZON FLORIDA INC.'S REPLY TO ANSWERS TO VERIZON FLORIDA'S PETITION FOR ARBITRATION**

Verizon Florida Inc. ("Verizon") files its Reply to the Answers to Verizon's Petition for Arbitration filed by (1) AT&T Communications of the Southern States, LLC and TCG South Florida (collectively, "AT&T"); (2) MCImetro Access Transmission Services LLC, MCI WorldCom Communications, Inc., Metropolitan Fiber Systems of Florida, Inc. and Intermedia Communications, Inc. (collectively, "MCI"); and (3) NewSouth Communications Corporation, The Ultimate Connection L.C., Xspedius Management Co. Switched Services LLC and Xspedius Management Co. of Jacksonville LLC (collectively, "Competitive Carrier Group" or "CCG"). MCI, AT&T, and CCG included their own versions of a *Triennial Review Order*<sup>1</sup> Amendment with their Answers. Verizon will address the substance of those proposals in the briefs to be filed later. In this Reply, Verizon responds only to the CLECs' procedural arguments.

Verizon again urges the Commission to move forward quickly with this proceeding, so that amendments can be executed in anticipation of the FCC's final

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<sup>1</sup> Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003) ("*Triennial Review Order*" or "*TRO*"), *vacated in part and remanded, United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"), *petitions for cert. denied, NARUC v. United States Telecom Ass'n*, Nos. 04-12, 04-15 & 04-18 (U.S. Oct. 12, 2004).

unbundling rules expected in December.<sup>2</sup> There is no legitimate basis for the CLECs' continued attempts to delay modifications of their interconnection agreements to conform to federal law.

**I. The Commission Should Move Forward Quickly With This Proceeding.**

The CLECs ask the Commission to delay this proceeding substantially. AT&T argues that Verizon filed its petition prematurely and suggests a 90-day negotiation period, until January 2 of next year, before the arbitration even gets underway. (AT&T Answer at 2.) CCG proposes a 60-day negotiation period, with corresponding extensions of the briefing dates in Verizon's proposal schedule. (CCG Answer at 10.) MCI agrees that the arbitration should proceed to implement the TRO rulings that are legally effective, but asks the Commission to "defer any litigation of issues relating to mass market switching, high capacity loops and dedicated transport until after the FCC adopts permanent unbundling rules." (MCI Answer at 7.)

The Commission should reject these proposals, which are contrary to the FCC's expectation that change-of-law proceedings, like this one, will conclude *before* the deadline the FCC has established for adoption of new unbundling rules. As Verizon pointed out in its Petition for Arbitration, the FCC's *Interim Order* "expressly preserve[d]" Verizon's right "to initiate change of law proceedings" to ensure a "speedy transition" to any permanent rules definitively eliminating unbundling requirements for mass-market switching, high-capacity loops, and dedicated transport. *Interim Order* ¶ 22. Indeed, such proceedings should "presume the absence of unbundling requirements" for those

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<sup>2</sup> The FCC's vote on permanent unbundling rules is scheduled for its December 2004 open meeting. See Order and Notice of Proposed Rulemaking, Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 04-179 (rel. Aug. 20, 2004) ("Interim Order"), Separate Statement of Chairman Michael K. Powell.

elements, so that any amendments to agreements “may take effect quickly” if the FCC “decline[s] to require unbundling of the elements at issue” or does not issue final rules within “six months after Federal Register publication of” the *Interim Order*. *Id.* ¶ 23. If this arbitration does not move forward promptly, it will be impossible to ensure the smooth transition to the new rules that the FCC contemplated.

Nor is there any merit to claims that Verizon’s Petition is “premature.” The Commission itself established the deadline for Verizon to submit a new Petition when it dismissed Verizon’s original petition.<sup>3</sup> Verizon filed the Petition at the end of the Commission’s filing window.

In addition, Verizon initiated negotiation of a TRO Amendment ***more than one year ago***, on October 2, 2003. Although Verizon has had to modify its original Amendment to accommodate subsequent legal developments, the issues in dispute, and the parties’ positions on those issues, have not changed significantly. The current version of Verizon’s Amendment takes the same approach as the superseded version in terms of recognizing Verizon’s right to discontinue provision of UNEs that are no longer required under federal law.

Under the circumstances, where the parties have been negotiating for more than one year already, no additional negotiation period is necessary. Verizon proposed an additional 30 days for the CLECs to consider the revisions from the previous version of the Amendment as a courtesy. AT&T’s proposal for an extra 90 days of negotiations has not been accepted anywhere, and, as Verizon pointed out previously, was explicitly

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<sup>3</sup> Order Granting Sprint Comm. Co. L.P.’s Motion to Dismiss, Order No. PSC-04-0671-FOF-TP (July 12, 2004), at 7.

rejected by a Texas arbitrator.<sup>4</sup> Moreover, the arbitration schedules AT&T and MCI have agreed to elsewhere do not include the protracted negotiation periods or other delays they seek here.<sup>5</sup>

MCI, at least, recognizes that there are a number of rulings in the *TRO* “that are now legally effective and are not the subject of further proceedings at the FCC on remand from the *USTA II* court.” (MCI Answer at 7.) These rulings, which were either upheld by the Court or not challenged in the first place, include, among others, the elimination of unbundling requirements for OCn loops, OCn transport, enterprise switching, packet switching, the feeder portion of the loop on a stand-alone basis, signaling networks and virtually all call-related databases; and the determination that the broadband capabilities of hybrid copper-fiber loops and fiber-to-the-home facilities are not subject to unbundling. The *Interim Order* confirms that there has never been any legitimate basis for the CLECs’ attempts to block amendments to reflect these rulings,

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<sup>4</sup> *Petition of Verizon Southwest for Arbitration of an Amendment to Interconnection Agreements, Docket 29451*, Ruling on Motion for Reconsideration or Clarification, at 4 (Tex. P.U.C. Sept. 1, 2004).

<sup>5</sup> See *Petition for Arbitration of an Amendment to Interconnection Agreements of Verizon Northwest Inc.*, Order Establishing Procedural Schedule, Docket No. UT-43013, App. A (Sept. 10, 2004) (no prescribed negotiation period; arbitrator’s decision set for February 18, 2005, assuming no hearing); Letter from Jay E. Gruber, AT&T Attorney, to Susan Hudson, Clerk of the Vt. Pub. Serv. Bd. (Sept. 21, 2004) (agreeing to arbitration schedule including a 45-day negotiation period, to November 11); Letter from Laura Gallo, MCI Attorney, to Susan Hudson, Clerk of the Vt. Pub. Serv. Bd. (Sept. 17, 2004) (also agreeing to the 45-day negotiation period). At an October 4, 2004, pre-hearing conference before the Maryland Public Service Commission in Verizon’s consolidated *TRO* arbitration there (Case No. 9023), AT&T again agreed to a 45-day negotiation period, to November 17, with briefs due January 14.

and Verizon should not have to wait any longer to implement these changes that should have been reflected in contracts many months ago.<sup>6</sup>

The Commission should, however, reject MCI's proposal to delay litigation of issue relating to "the *USTA II* UNEs"—that is, mass-market switching and high-capacity loops and transport—until after the FCC issues final rules. MCI argues that it would be a waste of resources to litigate these issues when Verizon has filed a petition for a writ of mandamus with the D.C. Circuit, seeking to invalidate the *Interim Order*. (MCI Answer at 6.) There are a number of problems with MCI's proposal.

First, it is directly contrary to the approach the FCC contemplated. As Verizon has explained, the FCC explicitly approved change-of-law proceedings, like this one, in order to allow a "speedy transition" to any new rules.<sup>7</sup> As long as the results of these proceedings reflect the FCC's transitional unbundling obligations in the *Interim Order*, they may presume the absence of unbundling requirements for the *USTA II* UNEs. *Interim Order*, ¶ 22-23.

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<sup>6</sup> The first section of MCI's Answer is an argument that the change-of-law provisions in Verizon's interconnection agreements still apply, so that amendments are necessary to reflect the changes in unbundling obligations. (MCI Answer at 3-5.) MCI's argument responds to Verizon's preservation of its claim that *USTA II* did not constitute a change of law because there has never been any valid legal obligation to unbundle the UNEs addressed in *USTA II*. (Verizon Petition at 2 n. 4.) But Verizon is not asserting that claim now, and, in fact, continues to pursue amendment of its contract with MCI, as it has been doing since last October. There is thus no reason for the Commission to decide the merits of MCI's arguments or to interpret existing change-of-law provisions in MCI's or any other party's agreement.

<sup>7</sup> Although MCI recognizes that the FCC confirmed "that the ILECs have the right to initiate change of law proceedings," it nevertheless claims that the FCC said these cases "are pointless." MCI has misread the *Interim Order*. The FCC's remarks about "wasteful" litigation concerned not change-of-law proceedings, which the FCC specifically contemplated as a means of assuring a speedy transition to its new rules, but rather, "disputes arising from the operation of ...change of law clauses" in existing agreements if ILECs were to implement immediately the *USTA II* vacatur by discontinuing mass market switching, high capacity loops, and dedicated transport. (*Interim Order*, ¶ 17, *quoted in* MCI Answer at 6.) This proceeding does not involve any such disputes. Verizon is seeking to *amend* its interconnection agreements, not asking the Commission to interpret whether the agreements already permit Verizon to implement the *USTA II* vacatur. Verizon's proposed amendment recognizes and gives effect to Verizon's continuing obligation to provide mass market switching, high capacity loops and dedicated transport under the *Interim Order* for so long as that obligation remains effective.

Second, although the FCC permitted carriers to presume the definitive elimination of the *USTA II* UNEs, Verizon's Amendment does not assume any particular outcome of the FCC's rulemaking, so it is not necessary to await that outcome before moving forward. Verizon's Amendment is simply structured to link its unbundling obligations to federal law, as it may change from time to time. If the FCC ultimately requires continued unbundling of elements now subject to transitional unbundling obligations, then Verizon will keep providing them. If the FCC declines to re-impose the rules the D.C. Circuit vacated, Verizon's Amendment allows it to discontinue providing the relevant UNEs after the designated notice period. Either way, Verizon's Amendment will permit a smooth and prompt transition to the FCC's final rules, just as the FCC intended. There is no need for months (or, if the CLECs have their way, years) of delay before implementing the new rules.

Third, MCI is incorrect that Verizon's mandamus filing renders arbitration a waste of time and resources. As an initial matter, the D.C. Circuit has placed the mandamus petition in abeyance until January 4, 2005, providing the FCC with ample time to issue its final rule by the December deadline it set for itself. The purpose of this proceeding, moreover, is to obtain amendments that comply with federal law. For the time being, one source of federal law is the *Interim Order*, and Verizon's Amendment thus requires Verizon to comply with that Order *as long as it remains effective*. Whatever the fate of the *Interim Order*, Verizon's Amendment and the issues in this docket will remain the same.

Given Verizon's experience over the past year, it is clear that, without Commission intervention, the CLECs will not amend their contracts to conform to

federal law—regardless of FCC directives or statutory and contractual requirements to engage in good faith negotiation of amendments. To the extent that the FCC and the courts continue to restrict unbundled access to the ILECs' networks, the CLECs will continue to claim that the legal landscape is too uncertain to implement those changes. It is time for the Commission to definitively reject the CLECs' excuses. There has not been complete certainty in the eight years since the FCC first attempted to adopt lawful unbundling rules, and absolute regulatory certainty is probably impossible to achieve. But there is more certainty today than ever before. It is certain that the *USTA II* decision will stand, because the Supreme Court denied the petitions for certiorari of AT&T and others on October 12. The many *TRO* rulings that were never challenged or that were affirmed are certain. And it is certain that the FCC will adopt final unbundling rules (including rules that do not require unbundling) by December 2004, or March 2005 at the latest, and that the contracts must reflect these new rules.

Verizon offered its updated *TRO* Amendment for negotiation on September 9, 2004. In its new Petition for Arbitration, Verizon proposed an issues identification conference on October 18. Because that date passed without the Commission having approved Verizon's schedule, Verizon suggests a new date of November 9 for the issues identification conference. The rest of Verizon's proposed schedule could be adjusted accordingly, but still allow for a final decision by mid-February.<sup>8</sup> This adjusted schedule is a reasonable compromise and will effectively allow the 60-day period for negotiations that CCG suggests (from September 9 to November 9). Of course, parties

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<sup>8</sup> Verizon suggests the following dates: December 6, 2004, opening briefs; December 22, 2004, reply briefs; January 20, 2005, Staff recommendation; February 1, 2005, Commission vote on Staff recommendation; February 15, 2005, final arbitration order.

will continue to negotiate during the arbitration, as is common practice, but the Commission needs to set a date for definition of issues so the arbitration can proceed.

**II. All Parties Have Equal Opportunity to Propose Amendment Revisions and Arbitration Issues.**

MCI complains that Verizon's proposed Amendment does not address commingling, conversions, or EELs. (MCI Answer at 5.) AT&T asserts that the issues list attached to Verizon's Petition is incomplete because it "excludes the issues that AT&T believes must also be addressed and resolved," including "batch hot cuts, line splitting, line conditioning, commingling, EELs, and provisions for transition away from UNE-P." (AT&T Answer at 3.) AT&T also implies that Verizon has refused to negotiate *TRO*-related issues that are favorable to AT&T. (AT&T Answer at 4.)

Verizon, as the petitioning party in this arbitration, has a right to propose any *TRO* amendment and any list of arbitration issues it deems appropriate. CLECs, of course, may offer counterproposals and issues lists. Under this Commission's established procedures, parties typically propose competing issues lists, which are reconciled at an issues identification conference, and this arbitration will be no different. Indeed, while CCG discussed a few arbitration issues in its Answer, it declined to do a "point-by-point response" to Verizon's issues, because it recognized that "an issues list will be created" later. (CCG Answer at 8.) Although Verizon does not agree that certain matters—such as batch hot cuts, which are not associated with any *TRO* requirement—are appropriate for arbitration (as AT&T does), the parties will have full opportunity to argue for the inclusion of their proposed issues at the issues identification conference. Verizon has not restricted any party's opportunity to raise issues for arbitration.

Nor has Verizon refused to negotiate any subset of issues, including those the CLECs may have raised. Verizon made its updated *TRO* Amendment (“Amendment 1”) available for negotiation to all the CLECs in this arbitration on September 9, 2004, the same day it was filed in this docket. In its September 9 notice, Verizon also offered to make available to interested CLECs a separate amendment implementing certain requirements established by the *TRO*, such as those relating to commingling and routine network modifications. Since then, a number of CLECs have requested this Amendment (“Amendment 2”)(attached as Exhibit 1) in negotiations, and/or have proposed their own contract language addressing the same subject matter as Verizon’s Amendment 2.

Although Amendment 2 is not part of Verizon’s affirmative offer that Verizon sought to arbitrate as the petitioning party, Verizon is nevertheless obliged to submit it now, because the CLECs have put the subject matter of Amendment 2 at issue in this arbitration. Although Verizon expects the Commission will have to resolve Amendment 2 issues by arbitration, Verizon urges the Commission to consider those issues on a separate track from the Amendment 1 issues. As Verizon has explained, the FCC expects state Commissions to conclude change-of-law proceedings like this one promptly, to ensure a quick transition to the permanent rules it intends to adopt as early as December of this year. *Interim Order*, ¶ 22. Because Amendment 2 involves factual issues, such as pricing of routine network modifications, commingling, and conversions, the Amendment 2 proceeding will be more complicated than the Amendment 1 proceeding, which addresses primarily legal issues. It is very unlikely that litigation of cost studies can be completed by the time the FCC intends to issue final rules.

Bifurcation of the proceeding into Amendment 1 and Amendment 2 issues will avoid delaying resolution of the Amendment 1 issues and promote the FCC's objective of a rapid transition to the new rules.

In addition, the FCC's rules concerning the unbundling of high-capacity loops and transport were vacated by the D.C. Circuit in its *USTA II* decision, and the FCC expects state change-of-law proceedings to presume the definitive elimination of these elements in its final rules. See *id.*, ¶ 23. If high-capacity loops are no longer required to be unbundled, then, of course, the network modifications that are necessary to convert ordinary loops to DS1 or DS3 loops can no longer be required, either. Therefore, it makes sense to wait for the FCC to define the ILECs' affirmative obligations before litigating the specific terms, conditions, and pricing associated with any such obligations.

### **III. The Commission Already Denied CCG's Requests for a Standstill Order and Immediate Action on Routine Network Modifications and Commingling.**

In its Answer, CCG asks the Commission to issue a "state-specific standstill order pending completion of the arbitration," in order to maintain access to UNEs in accordance with the terms of existing interconnection agreements. (CCG Answer at 9.) In addition, CCG asks the Commission to "order Verizon to comply with its preexisting and ongoing obligation to provide access to elements even where routine network modifications are required" and to "require that Verizon comply with the clarified UNE commingling requirements." (*Id.* at 4.) CCG asked the Commission to take exactly the same actions in its May 19, 2004 response to Verizon's request for a limited abeyance

of its original arbitration. CCG's requests were denied then,<sup>9</sup> and the Commission should deny them again. Nothing has changed to warrant reversal of the June 8 *Order Denying Standstill*. Indeed, if anything, there is even less reason to consider CCG's standstill request now, because the FCC has issued its own standstill.

As CCG acknowledges, the FCC has ordered ILECs to continue providing access to the *USTA // UNEs* on the same rates, terms, and conditions that prevailed under interconnection agreements as of June 15, 2004. This standstill will last until the earlier of March 13 or the FCC's adoption of final rules. *Interim Order*, at ¶ 1.

CCG never explains just why a state standstill order, on top of the federal standstill order, is necessary.<sup>10</sup> It contends vaguely that a state-specific standstill order would "serve as an appropriate backstop to the FCC's Interim Order," and "minimize uncertainty and potential disruption, and promote an orderly transition to the new interconnection agreement terms." (CCG Answer at 9.)

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<sup>9</sup> Order on Motion to Hold Proceeding in Abeyance, Order No. PSC 04-0578-PCO-TP (June 8, 2004) ("*Order Denying Standstill*").

<sup>10</sup> CCG makes the misleading statement that *status quo* orders have been issued "in several state commission arbitration proceedings." (CCG Answer at 8.) In fact, most states, including Florida, have denied standstill requests. See, e.g., California (See Administrative Law Judge's Ruling Denying Motion, R.95-04-043, I.95-04-044, at 7 (Cal. Pub. Utils. Comm'n June 25, 2004)); District of Columbia (Order No. 13360, Formal Case No. 1029 (D.C. Pub. Serv. Comm'n Aug. 19, 2004)); Florida (*Order Denying Standstill*); Georgia (See Order Dismissing Petition, Docket No. 18889-U (Ga. Pub. Serv. Comm'n June 1, 2004)); Louisiana (See Minutes from Open Session at 4 (La. Pub. Serv. Comm'n June 9, 2004)); Massachusetts (See Letter Ruling, DTE 03-60 (Mass. Dep't Telecomms. & Energy June 15, 2004)); New Hampshire (See Letter Ruling, DT 04-107 (N.H. Pub. Utils. Comm'n June 11, 2004)); New York (See Ruling Granting Motions for Consolidation and to Hold Proceeding in Abeyance, Cases 04-C-0314 & 04-C-0318, at 7-8 (N.Y. Pub. Serv. Comm'n June 9, 2004)); North Carolina (See Order Denying Emergency Relief, Docket No. P-100, Sub 133t, at 1-2 (N.C. Utils. Comm'n June 11, 2004)); Ohio (See Entry on Rehearing, Case Nos. 03-2040-TP-COI *et al.*, ¶ 15 (Ohio Pub. Utils. Comm'n July 28, 2004)); Oregon (See Order Denying Petition for Clarification, ARB 531, at 6 (Or. Pub. Util. Comm'n June 30, 2004)); South Carolina (See Open Meeting of Commission (S.C. Pub. Serv. Comm'n June 22, 2004)); Tennessee (See Transcript of Authority Conference, Docket No. 04-00158, at 34-35 (Tenn. Reg. Auth. June 7, 2004)); Utah (See Order Denying Joint CLEC Motion, Docket No. 03-999-04, at 2-3 (Utah Pub. Serv. Comm'n June 14, 2004)); Vermont (See Order Re: Motion To Hold Proceeding in Abeyance Until June 15, 2004, Docket No. 6932, at 2-3 (Vt. Pub. Serv. Bd. May 26, 2004)); and Virginia (Order, Case No. PUC-2204-00073 and Case No. PUC 2204-00074 (Va. State Corp. Comm'n July 19, 2004)).

It is plainly unnecessary for the Commission to order the same thing the FCC has. Moreover, the FCC has already told carriers how to “promote an orderly transition” to new interconnection terms that reflect governing law—by undertaking change-of-law proceedings, such as this one, in anticipation of the FCC’s final unbundling rules. As the FCC recognized, the best way to prevent the “uncertainty and potential disruption” CCG claims to fear is by concluding this arbitration before the FCC’s rules take effect.

To the extent that CCG contemplates some kind of further standstill to preserve UNEs even *after* the FCC definitively eliminates them in its final rules, that action would clearly be impermissible. As Verizon explained in its Reply in Support of Its Motion to Hold Proceeding in Abeyance (at 3-4), a state Commission has no jurisdiction to impose unbundling obligations the FCC has eliminated.

As Verizon also explained in that Reply (at 5-6), it cannot be forced to implement, without an amendment, only portions of the *TRO* that favor CLECs. CCG essentially seeks a preliminary injunction immediately implementing the *TRO* rulings regarding network routine modifications and commingling of UNEs with wholesale services, without first executing contract terms governing those items. The June 8 Order denying this same request correctly recognized that this summary action, without modification of existing agreements, would be inappropriate. *Order Denying Standstill* at 6. There are no terms, conditions, or rates governing provision of commingling and routine network modifications in the existing contracts, and Verizon cannot be forced to provide them in the absence of any such terms.

As Verizon noted above, it is willing to provide network modifications upon execution of an appropriate amendment. As to commingling, however, the Commission

could not, in any event, order Verizon to perform this service now, with or without an amendment. As explained, the FCC's *Interim Order* "froze" the contract terms for provision of the *USTA II* UNEs as of June 15, 2004, including the high-capacity loops and transport at issue in commingling requests. Because contracts as of June 15 had not been amended to reflect the new commingling requirement in the *TRO*,<sup>11</sup> Verizon cannot be required to provide commingling unless the FCC makes new impairment findings for the underlying facilities.

The Commission should again deny CCG's requests for a standstill order and for an order directing Verizon to perform routine network modifications and commingling without a contract amendment.

#### **IV. Conclusion**

The Commission should reject the CLECs' requests to delay this proceeding and move forward on the schedule Verizon has proposed.

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<sup>11</sup> As Verizon has explained before (Reply at 5), contrary to CCG's assertion (CCG Answer at 4), the *TRO* did not simply "clarify" existing commingling requirements; it imposed a new commingling requirement. *TRO*, ¶ 579 ("We eliminate the commingling restriction.... We therefore modify our rules to affirmatively permit requesting carriers to commingle UNEs and combinations of UNEs.")

Respectfully submitted,

/s/ Richard A. Chapkis

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**Counsel for Verizon Florida Inc.**

**AMENDMENT NO. \_\_**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON FLORIDA INC.**

**and**

**[CLEC FULL NAME]**

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon Florida Inc. ("Verizon"), a Florida corporation with offices at 201 N. Franklin Street, Tampa, FL 33602-5167, and [CLEC FULL NAME], a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] ("\*\*\*CLEC Acronym TXT\*\*\*"), and shall be deemed effective on \_\_\_\_\_ (the "Amendment Effective Date"). Verizon and \*\*\*CLEC Acronym TXT\*\*\* are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

**WITNESSETH:**

**NOTE: DELETE THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER:**

[WHEREAS, Verizon and \*\*\*CLEC Acronym TXT\*\*\* are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated [INSERT DATE] (the "Agreement"); and]

**NOTE: INSERT THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT USED AN ADOPTION LETTER:**

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), \*\*\*CLEC Acronym TXT\*\*\* adopted in the State of Florida, the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and]

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

**WHEREAS**, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and

WHEREAS, pursuant to Section 252(a) of the **[NOTE: IF CLEC'S AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended, (the "Act")]** Act, the Parties wish to amend the Agreement in order to give contractual effect to certain provisions of the TRO and certain aspects of the D.C. Circuit Decision as set forth herein; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions.
  - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling") to \*\*\*CLEC Acronym TXT\*\*\* under the terms of this Amendment only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to \*\*\*CLEC Acronym TXT\*\*\* under the terms of this Amendment to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3) or is not required by 47 C.F.R. Part 51; provided, however, that, as described in Sections 3.2 and 3.4 below, Verizon shall have no obligation to provide certain facilities or related services under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 until such time as the FCC, in an effective order issued after September 13, 2004, establishes (based on a finding of impairment under 47 U.S.C. § 251(d)(2)) a requirement under 47 U.S.C. § 251(c)(3) for Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to the subject facility.
  - 2.2 To the extent Verizon is required to provide a UNE, Combination, or Commingling under this Amendment, \*\*\*CLEC Acronym TXT\*\*\* may use such UNE, Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to \*\*\*CLEC Acronym TXT\*\*\*.
  - 2.3 Notwithstanding any other provision of the Agreement, this Amendment (except as to the limited exceptions set forth in Sections 3.2.2 and 3.4.1.2 below), or any Verizon tariff or SGAT, to the extent Verizon becomes obligated to provide to \*\*\*CLEC Acronym TXT\*\*\* pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a Discontinued Facility or a UNE, Combination, or Commingling that, as of the Amendment Effective Date, Verizon is not required to provide to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement.
  - 2.4 Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide access on an unbundled basis at rates prescribed under Section 251(c)(3) of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise (subject to the limited exceptions for voice-grade access specified in Sections 3.1 and 3.2 below) or (b) to limit any right of Verizon under the Agreement, any Verizon tariff or SGAT, or otherwise, to cease

providing a Discontinued Facility, whether as a stand-alone facility, as part of a combination, or otherwise.

- 2.5 Implementation of Rate Changes. Notwithstanding any other provision of the Amended Agreement (including, but not limited to, the rates and charges set forth therein), Verizon may, but shall not be required to, implement any rate increases or new charges that may be established by the FCC in its Interim Rules Order or subsequent orders, once effective, for unbundled network elements, combinations of unbundled network elements, or related services, by issuing to \*\*\*CLEC Acronym TXT\*\*\* a schedule of such rate increases and/or new charges, provided that the rate provisions of such FCC order(s) are not subject to a stay issued by any court of competent jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the schedule issued by Verizon, but no earlier than the date established by the FCC, and shall be paid by \*\*\*CLEC Acronym TXT\*\*\* in accordance with the terms of the Amended Agreement. Any such rate increases and new charges that the FCC may establish shall be in addition to, and not in limitation of, any rate increases and new charges that the Florida Public Service Commission may approve or that Verizon may otherwise implement under the Amended Agreement or applicable tariffs. Nothing set forth in this Section 2.5 shall be deemed an admission of Verizon or limit Verizon's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated any limit the FCC may impose on Verizon's rates and charges.

3. Provision of Certain Facilities and Services.

- 3.1 FTTP Loops – Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff or SGAT, if (a) Verizon deploys an FTTP Loop to replace a copper Loop that previously extended to a particular end user's customer premises, and (b) Verizon retires that copper loop and there are no other available copper Loops or Hybrid Loops for \*\*\*CLEC Acronym TXT\*\*\*'s provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with nondiscriminatory access on an unbundled basis to a transmission path capable of carrying DS0 voice grade service from the main distribution frame (or its equivalent) in a Verizon wire center serving an end user to the demarcation point at the end user's customer premises. For the avoidance of doubt, in no event shall \*\*\*CLEC Acronym TXT\*\*\* be entitled to obtain access to an FTTP Loop (or any segment or functionality thereof) on an unbundled basis where Verizon has deployed such a Loop to the customer premises of an end user that previously was not served by any Verizon Loop other than an FTTP Loop.

3.2 Hybrid Loops.

- 3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff or SGAT, \*\*\*CLEC Acronym TXT\*\*\* shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of

that Hybrid Loop (but no features, functions or capabilities used to transmit packetized information) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon wire center serving an end user to the demarcation point at the end user's customer premises; provided, however, that Verizon shall have no obligation to provide such unbundled access at DS1 or DS3 capacities unless and until such time as the FCC, in an effective order issued after September 13, 2004, establishes (based on a finding of impairment under 47 U.S.C. § 251(d)(2)) a requirement under 47 U.S.C. § 251(c)(3) for Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with such unbundled access at DS1 and DS3 capacities. Upon the FCC's establishment (in an effective order issued after September 13, 2004) of a requirement under 47 U.S.C. § 251(c)(3) for Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with such unbundled access at DS1 and DS3 capacities, Verizon (without limiting its rights under Section 2 above with respect to discontinuance of any facility that is or becomes a Discontinued Facility), shall provide such access upon the terms set forth in this Section 3.2.2 unless and to the extent that the FCC, in an effective order issued after September 13, 2004, establishes applicable requirements under 47 U.S.C. § 251(c)(3) that differ from those set forth in this Section 3.2.2, in which case such different requirements established by the FCC shall apply for so long as they remain effective.

3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when \*\*\*CLEC Acronym TXT\*\*\* seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, if \*\*\*CLEC Acronym TXT\*\*\* requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide \*\*\*CLEC Acronym TXT\*\*\* unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.2.4.1 Verizon will endeavor to provide \*\*\*CLEC Acronym TXT\*\*\* with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for the following charges: (a) an

engineering query charge for preparation of a price quote; (b) upon \*\*\*CLEC Acronym TXT\*\*\*'s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by \*\*\*CLEC Acronym TXT\*\*\* after construction work has started, \*\*\*CLEC Acronym TXT\*\*\* shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

### 3.3 Sub-Loop.

3.3.1 Sub-Loop for Access to Multiunit Premises. All provisions in the Agreement governing \*\*\*CLEC Acronym TXT\*\*\* access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective Date. Subject to and without limiting Section 2 above, upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by \*\*\*CLEC Acronym TXT\*\*\*, Verizon shall provide to \*\*\*CLEC Acronym TXT\*\*\* access to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Amended Agreement. Verizon shall not reserve a House and Riser Cable for \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 \*\*\*CLEC Acronym TXT\*\*\* shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, \*\*\*CLEC Acronym TXT\*\*\* shall install its facilities no closer than fourteen (14) inches of the

point of interconnection for such cable, unless otherwise agreed by the Parties.

- 3.3.1.1.1.3 \*\*\*CLEC Acronym TXT\*\*\*'s facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that \*\*\*CLEC Acronym TXT\*\*\*'s facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.
- 3.3.1.1.1.4 \*\*\*CLEC Acronym TXT\*\*\* shall identify its facilities as those of \*\*\*CLEC Acronym TXT\*\*\* by means of permanently-affixed externally-visible signage or markings.
- 3.3.1.1.1.5 To provide \*\*\*CLEC Acronym TXT\*\*\* with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for \*\*\*CLEC Acronym TXT\*\*\*, (c) secure space for \*\*\*CLEC Acronym TXT\*\*\* in any building, (d) secure access to any portion of a building for \*\*\*CLEC Acronym TXT\*\*\* or (e) reserve space in any building for \*\*\*CLEC Acronym TXT\*\*\*.
- 3.3.1.1.1.6 Verizon shall perform cutover of a Customer to \*\*\*CLEC Acronym TXT\*\*\* service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to \*\*\*CLEC Acronym TXT\*\*\*'s facilities, and Verizon shall determine how to perform such installation. \*\*\*CLEC Acronym TXT\*\*\* shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to \*\*\*CLEC Acronym TXT\*\*\* in accordance with \*\*\*CLEC Acronym TXT\*\*\*'s order for such services.
- 3.3.1.1.2 If proper \*\*\*CLEC Acronym TXT\*\*\* facilities are not available at the time of installation, Verizon shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, the Not Ready Charge set forth in the Amended Agreement and the Parties shall establish a new cutover date.
- 3.3.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's House and Riser Cable. All \*\*\*CLEC Acronym TXT\*\*\* equipment connected to a

House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of \*\*\*CLEC Acronym TXT\*\*\*. \*\*\*CLEC Acronym TXT\*\*\* shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) \*\*\*CLEC Acronym TXT\*\*\* reports to Verizon a Customer trouble, (b) \*\*\*CLEC Acronym TXT\*\*\* requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then \*\*\*CLEC Acronym TXT\*\*\* shall pay Verizon the charge set forth in the Amended Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by \*\*\*CLEC Acronym TXT\*\*\* is not available at the appointed time. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Amended Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon. If as the result of \*\*\*CLEC Acronym TXT\*\*\* instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Amended Agreement will be assessed per occurrence to \*\*\*CLEC Acronym TXT\*\*\* by Verizon.

3.3.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by \*\*\*CLEC Acronym TXT\*\*\* and provided that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases and controls, the House and Riser Cable at the multiunit premises; and

3.3.1.2.2 \*\*\*CLEC Acronym TXT\*\*\* certifies that it will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-

specific request, \*\*\*CLEC Acronym TXT\*\*\* may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

### 3.4 Commingling and Combinations.

3.4.1 Commingling. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.4.2 below) or any Verizon tariff or SGAT:

3.4.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs" as defined further in Section 3.4.1.2 below), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (subject to Section 3.4.1.2 below), Verizon shall, upon request of \*\*\*CLEC Acronym TXT\*\*\*, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

#### 3.4.1.2 Limitations on Section 3.4.

3.4.1.2.1 "Qualifying UNEs" as used in Section 3.4 shall not include, and Verizon's obligations under Section 3.4 shall not apply to, any Interim Rule Facility that Verizon is required to provide under the Amended Agreement unless and until such time as the FCC, in an effective order issued after September 13, 2004, establishes (based on a finding of impairment under 47 U.S.C. § 251(d)(2)) a requirement under 47 U.S.C. § 251(c)(3) for Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with

unbundled access to such Interim Rule Facility. Upon the FCC's establishment (in an effective order issued after September 13, 2004) of such a requirement for Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with unbundled access to an Interim Rule Facility under 47 U.S.C. § 251(c)(3), the terms set forth in this Section 3.4 shall apply to such Interim Rule Facility unless and to the extent that the FCC, in an effective order issued after September 13, 2004, establishes applicable requirements under 47 U.S.C. § 251(c)(3) that differ from those set forth in this Section 3.4, in which case such different requirements established by the FCC shall apply for so long as they remain effective.

3.4.1.2.2 Section 3.4 is intended only to address the Parties' rights and obligations as to the combining and/or commingling of UNEs that Verizon is already required to provide to \*\*\*CLEC Acronym TXT\*\*\* under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.4 shall be deemed: (a) to establish any obligation of Verizon to provide \*\*\*CLEC Acronym TXT\*\*\* with access to any Interim Rule Facility or other facility that Verizon is not required to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, or (b) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a facility that is or becomes a Discontinued Facility.

3.4.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Verizon's obligations under this Section 3.4.2 shall not apply to a DS1 Loop, DS3 Loop, DS1 Dedicated Transport, or DS3 Dedicated Transport until such time as, and then only to the extent, the DS1 Loop, DS3 Loop, DS1 Dedicated Transport, or DS3 Dedicated Transport becomes a Qualifying UNE, as defined in Section 3.4.1.2 above, that Verizon is required to combine or commingle (or to permit the combining or commingling of) under Section 3.4.1 above. To the extent Verizon is required to combine or commingle (or to permit the combining or commingling of) a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, or DS3 Dedicated Transport under Section 3.4.1 above, the following provisions shall apply notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.4.1 above), or any Verizon tariff or SGAT:

3.4.2.1 Verizon shall not be obligated to provide:

3.4.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.4.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.4.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.4.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.4.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively “High Capacity EELs”) except to the extent and so long as Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51 to do so, and then not unless and until \*\*\*CLEC Acronym TXT\*\*\* certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. \*\*\*CLEC Acronym TXT\*\*\* must remain in compliance with said service eligibility criteria for so long as \*\*\*CLEC Acronym TXT\*\*\* continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as described in Section 3.4.2.2 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be treated as described in Section 3.4.2.2 below.

3.4.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a circuit is or becomes noncompliant as described in Section 3.4.2.1 above, and \*\*\*CLEC Acronym TXT\*\*\* has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to \*\*\*CLEC Acronym TXT\*\*\*. Any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide to \*\*\*CLEC Acronym TXT\*\*\* under both 47 C.F.R. 251(c)(3) and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b).

3.4.2.3 Each written certification to be provided by \*\*\*CLEC Acronym TXT\*\*\* pursuant to Section 3.4.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation

termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 3.4.2.4 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.4.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.
- 3.4.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.4.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit \*\*\*CLEC Acronym TXT\*\*\*'s compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that \*\*\*CLEC Acronym TXT\*\*\* failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.4.2.2 above) \*\*\*CLEC Acronym TXT\*\*\* must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm \*\*\*CLEC Acronym TXT\*\*\*'s compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then \*\*\*CLEC Acronym TXT\*\*\* shall provide to the independent auditor for its verification a statement of \*\*\*CLEC Acronym TXT\*\*\*'s out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse \*\*\*CLEC Acronym TXT\*\*\* for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. \*\*\*CLEC Acronym TXT\*\*\* shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.5 Routine Network Modifications.

3.5.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to the conditions set forth in Section 2 above:

3.5.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by \*\*\*CLEC Acronym TXT\*\*\* to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable \*\*\*CLEC Acronym TXT\*\*\* to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable.

3.5.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.5.3 Nothing contained in this Section 3.5 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, for any period of time not required under the Amended Agreement, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

4. Miscellaneous Provisions.

4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the

Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.

- 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Florida Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.2 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.3 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dark Fiber Transport.

- 4.7.4 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party are not Dedicated Transport.
- 4.7.5 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to \*\*\*CLEC Acronym TXT\*\*\* on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51 (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. By way of example and not by way of limitation, Discontinued Facilities include the following, whether as stand-alone facilities or combined with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Four-Line Carve Out Switching; (d) OCn Loops and OCn Dedicated Transport; (e) the Feeder portion of a Loop; (f) Line Sharing; (g) any Call-Related Database other than the 911 and E911 databases; (h) Signaling or Shared Transport that is provisioned in connection with \*\*\*CLEC Acronym TXT\*\*\*'s use of Verizon's Enterprise Switching or Four-Line Carve Out Switching; (i) FTTP Loops (lit or unlit); (j) Hybrid Loops (subject to the limited exceptions set forth in Section 3.2 above); and (k) any other facility or class of facilities as to which the FCC has not made a finding of impairment that remains effective or as to which the FCC has made a finding of nonimpairment.
- 4.7.6 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.7 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.8 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links."
- 4.7.9 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links."
- 4.7.10 Enterprise Switching. Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\* would be used for the purpose of serving \*\*\*CLEC Acronym TXT\*\*\*'s customers using DS1 or above capacity Loops.
- 4.7.11 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of \*\*\*CLEC Acronym TXT\*\*\* or a third party.

- 4.7.12 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.13 Four-Line Carve Out Switching. Local Switching that Verizon is not required to provide pursuant to 47 C.F.R. § 51.319(d)(3)(ii).
- 4.7.14 FTTP Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving wire center to the demarcation point at the end user's customer premises or a node within 500 feet thereof; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105.
- 4.7.15 House and Riser Cable. A distribution facility in Verizon's network, other than in an FTTP Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned and controlled by Verizon.
- 4.7.16 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.
- 4.7.17 Interim Rule Facilities. Mass Market Switching, Other DS0 Switching, DS1 Loops (including DS1 Hybrid Loops), DS3 Loops (including DS3 Hybrid Loops), Dark Fiber Loops, DS1 Dedicated Transport, DS3 Dedicated Transport, and Dark Fiber Transport.
- 4.7.18 Line Sharing. The process by which \*\*\*CLEC Acronym TXT\*\*\* provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.
- 4.7.19 Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

- 4.7.20 Mass Market Switching. Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\*, would be used for the purpose of serving a \*\*\*CLEC Acronym TXT\*\*\* end user customer with three or fewer DS0 Loops. Mass Market Switching does not include Four Line Carve Out Switching.
- 4.7.21 Other DS0 Switching. Local Switching or Tandem Switching that, if provided to \*\*\*CLEC Acronym TXT\*\*\*, would be used for the purpose of serving a \*\*\*CLEC Acronym TXT\*\*\* end user customer with four or more DS0 Loops; provided, however, that Other DS0 Switching does not include Four-Line Carve Out Switching.
- 4.7.22 Packet Switched. Routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.
- 4.7.23 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.24 Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTP Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.25 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**[CLEC FULL NAME]**

**VERIZON FLORIDA INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Pricing Attachment to the TRO Amendment

1. General
  - 1.1 As used in this Attachment:
    - 1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,
    - 1.1.2 "Charges" means the rates, fees, charges and prices for a Service.
  - 1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify \*\*\*CLEC Acronym TXT\*\*\* in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill \*\*\*CLEC Acronym TXT\*\*\*, and \*\*\*CLEC Acronym TXT\*\*\* shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to \*\*\*CLEC Acronym TXT\*\*\* pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to \*\*\*CLEC Acronym TXT\*\*\* and thereafter.
  - 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Florida Public Service Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Florida Public Service Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.
  - 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

**Exhibit A**

**EXHIBIT A<sup>1</sup>**

<b>FL NETWORK MODIFICATION - RATE ELEMENT</b>	<b>NON-RECURRING CHARGES NRC</b>
ENGINEERING QUERY <sup>2</sup>	\$ 183.99
ENGINEERING WORK ORDER <sup>3</sup>	\$ 94.40
EXPEDITE ENGINEERING QUERY <sup>2, 4</sup>	\$ 41.67
EXPEDITE ENGINEERING WORK ORDER <sup>3, 4</sup>	\$ 27.94
REMOVAL OF LOAD COILS - Initial - > 12K ft.	\$ 249.91*
REMOVAL OF LOAD COILS- Additional - > 12K ft.	\$ -
REMOVAL OF BRIDGED TAPS - Initial - > 12K ft.	\$ 318.71*
REMOVAL OF BRIDGED TAPS- Additional - > 12K ft.	\$ 37.54*
REMOVAL OF BRIDGED TAP & LOAD COILS- Initial - - > 12K ft.	\$ 568.62*
REMOVAL OF BRIDGED TAPS & LOAD COILS - Additional - > 12K ft.	\$ 67.09*
LINE AND STATION TRANSFER	\$ 272.35
CLEAR DEFECTIVE PAIR	\$ 272.35
REASSIGNMENT OF NON-WORKING CABLE PAIR	\$ 272.35
BINDER GROUP REARRANGEMENT	\$ 529.77
REPEATER - INSTALLATION	\$ 1,597.10
APPARATUS CASE - INSTALLATION	\$ 2,992.81
RANGE EXTENDERS - DS-0 Installation	\$ 809.72
RANGE EXTENDERS - DS-1 Installation	\$ 809.72
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	\$ 170.30
SERVING TERMINAL - INSTALLATION / UPGRADE	Time & Material
ACTIVATE DEAD COPPER PAIR	\$ 199.90
MULTIPLEXER - 1/0 - INSTALLATION	\$ 12,211.41
MULTIPLEXER - 1/0 - RECONFIGURATION	\$ 170.30
MULTIPLEXER - 3/1 - INSTALLATION	\$ 26,981.19
MULTIPLEXER - 3/1 - RECONFIGURATION	\$ 382.34
MULTIPLEXER - OTHER - INSTALLATION	Time & Material
MOVE DROP	\$ 109.28
CROSS-CONNECTION - EXISTING FIBER FACILITY	\$ 346.93
LINE CARD - INSTALLATION	\$ 314.63
COPPER REARRANGEMENT	\$ 482.90
CENTRAL OFFICE TERMINAL - INSTALLATION	\$ 35,307.87
IDLC ONLY CONDITION	\$ 36,847.28
OTHER REQUIRED MODIFICATIONS	Time & Material
OTHER	

<sup>1</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 Amended 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 Amended 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 Amended Agreement. The rates in this pricing attachment are subject to change when Verizon submits its Florida-specific cost study.

<sup>2</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>3</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>4</sup> Expedite Charges apply in addition to other listed rates.

\* Commission-approved rates per Order No. PSC-02-1574-FOF-TP, Docket 990649B-TP, (Nov. 15, 2002).

FL NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES NRC
Commingling Arrangement - Service Order	\$ 24.12
Commingling Arrangement - Installation (no prem visit)	\$ 19.00
Commingling Arrangement - Installation (with prem visit)	\$ 198.33
Commingling Arrangement - Manual Intervention Charge	\$ 51.71
Conversion - Service Order	\$ 19.33
Conversion - Installation per circuit	\$ 7.27
Circuit Retag - per circuit	\$ 59.43
<b>DARK FIBER</b>	
Dark Fiber Routine Network Modifications	Time & Material