

ORIGINAL



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June 4, 2001

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

010797-JP

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01 JUN -4 AM 10:48
RECORDS AND
REPORTING

Re: Docket No.
Petition for Approval of Agreement Supplementing Adopted Terms Between
Verizon Florida Inc. and Progress Telecommunications Corporation

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of Agreement Supplementing Adopted Terms Between Verizon
Florida Inc. and Progress Telecommunications Corporation. The agreement consists
of a total of six pages. Service has been made as indicated on the Certificate of
Service. If there are any questions regarding this matter, please contact me at (813)
483-2617.

Very truly yours,

Kimberly Caswell

KC:tas
Enclosures

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
06928 JUN-4 01
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

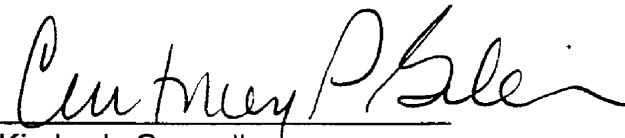
In re: Petition for Approval of Agreement) Docket No. 010797-TP
Supplementing Adopted Terms Between) Filed: June 4, 2001
Verizon Florida Inc. and Progress)
Telecommunications Corporation)
_____)

**PETITION FOR APPROVAL OF AGREEMENT SUPPLEMENTING
ADOPTED TERMS BETWEEN VERIZON FLORIDA INC. AND
PROGRESS TELECOMMUNICATIONS CORPORATION**

Verizon Florida Inc. (Verizon), formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of an agreement supplementing adopted terms with Progress Telecommunications Corporation (Progress Telecom). Progress Telecom's Section 252(i) adoption of the terms of the interconnection, resale and unbundling agreement between Verizon and Parcom Communications Incorporated was filed with the Commission on May 7, 2001 in Docket No. 010690-TP. The attached agreement supplements the Adopted Terms of the underlying agreement with the Dark Fiber and Collocation Attachment and Pricing Appendix attached hereto.

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

Respectfully submitted on June 4, 2001.

By: 
ba Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

06928 JUN-4 01

FPSC-RECORDS & REPORTING

**AGREEMENT
BETWEEN
VERIZON FLORIDA INC. F/K/A GTE FLORIDA INCORPORATED
AND
PROGRESS TELECOMMUNICATIONS CORPORATION
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated (“Verizon”) and Progress Telecommunications Corporation (“Progress Telecom”), Verizon and Progress Telecom being referred to collectively as the “Parties” and individually as a “Party”). This Agreement covers services in the state of Florida (the “State”).

WHEREAS, Progress Telecom has previously adopted terms (the “Adopted Terms”) of the Interconnection, Resale and Unbundling Agreement between Verizon and Parcom Communications Incorporated (“Underlying Agreement”) pursuant to Section 252(i) of the Telecommunications Act of 1996 (the “Act”);

WHEREAS, the Underlying Agreement was approved by the Commission’s Order dated February 15, 2000 in Docket No. 991744 and Progress Telecom’s adoption of the Adopted Terms has been filed with the Commission;

WHEREAS, subsequent to the approval of the Underlying Agreement and the adoption of the Adopted Terms, Progress Telecom notified Verizon that it desired to supplement the Adopted Terms with this Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms as follows¹;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions set forth in the Dark Fiber and Collocation Attachment and Pricing Appendix to Dark Fiber and Collocation Attachment attached hereto shall govern the provisions of Dark Fiber and Collocation services.

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

¹ The Parties’ reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated February 26, 2001, are incorporated by reference and restated as if fully set forth herein.

in the Interconnection Agreement but not in this Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Agreement 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. Captions. The Parties acknowledge that the captions in this Agreement 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 Agreement.

5. Scope of this Agreement. This Agreement shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Agreement, and, except to the extent set forth in Section 1 of this Agreement, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

VERIZON FLORIDA INC.

PROGRESS TELECOMMUNICATIONS CORPORATION

By: *Jeffrey A. Masoner*

By: *E. Walker*

Name: JEFFREY A. MASONER

Name: Elizabeth A. Walker

Title: VP- INTERCONNECTION SUCS

Title: VP- Network Engineering & Operations

Date: _____

Date: 5/18/01

*Verizon has agreed to allow this Agreement to become effective upon execution in order to permit Progress Telecom to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.



DARK FIBER ATTACHMENT

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

2.1 (f) Dark Fiber, as set forth in Section 17;

17. Dark Fiber

Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

17.1 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

- 17.1.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at Progress Telecom's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.
- 17.1.2 Progress Telecom may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Progress Telecom may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Progress Telecom.
- 17.1.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 17.1.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.
- 17.1.5 At the Customer premise, unused fibers are not available to Progress Telecom pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside

the Customer premise are not available to Progress Telecom.

- 17.1.6 Dark Fiber will be offered to Progress Telecom in the condition that it is available in Verizon's network at the time that Progress Telecom submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Progress Telecom's use.
- 17.1.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Progress Telecom as Dark Fiber.
- 17.1.8 Progress Telecom shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.
- 17.1.9 Progress Telecom may not resell Dark Fiber purchased pursuant to this Attachment to third parties.
- 17.1.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit Progress Telecom to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
 - 17.1.10.1 Revoke Dark Fiber leased to Progress Telecom upon a showing of need to the Commission and twelve (12) months' advance written notice to Progress Telecom; and
 - 17.1.10.2 Revoke Dark Fiber leased to Progress Telecom upon a showing to the Commission that Progress Telecom underutilized fiber (less than OC-12) within any twelve (12) month period.
 - 17.1.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Progress Telecom order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Progress Telecom, or impair a Verizon obligation to serve as a carrier of last resort.
- 17.1.11 Progress Telecom may not reserve Dark Fiber.
- 17.1.12 Progress Telecom shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Progress Telecom; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the

Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Progress Telecom's collocation arrangements with any proper optical cross connects or other equipment that Progress Telecom needs to access Dark Fiber before it submits an order for such access.

17.2 Dark Fiber Interoffice Facilities (IOF).

The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Progress Telecom central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

17.3 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

17.4 Progress Telecom shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

17.5 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

APPENDIX A TO THE PRICING ATTACHMENT

I. Prices for Unbundled Network Elements

Monthly Recurring Charges

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Subloop - Feeder	\$ 53.17
Dark Fiber Subloop - Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

NON-RECURRING CHARGES

LOCAL WHOLESAL SERVICE	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Initial Unit	Adm Unit
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DARK FIBER


Advanced - Service Inquiry Charge	\$249.82	\$249.82	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 63.85	\$ 63.85	\$153.14	\$110.28
Advanced - Unbundled Loop - Initial	\$ 63.85	\$ 63.85	\$148.37	\$106.54
Advanced - Subloop Feeder - Initial	\$ 63.85	\$ 63.85	\$148.37	\$106.54
Advanced - Subloop Distribution - Initial	\$ 63.85	\$ 63.85	\$151.78	\$102.80

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent via overnight
delivery on June 1, 2001 to:

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

Progress Telecommunications Corporation
Attention: Elizabeth Walker
100 2nd Avenue South, Suite 400 South
St. Petersburg, FL 33701


for Kimberly Caswell