

Kimberly Caswell  
Vice President and General Counsel, Southeast  
Legal Department



FLTC0007  
201 North Franklin Street (33602)  
Post Office Box 110  
Tampa, Florida 33601-0110

Phone 813 483-2606  
Fax 813 204-8870  
kimberly.caswell@verizon.com

December 17, 2001

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. *011650-TP*  
Petition of Verizon Florida Inc. for Approval of Amendments 1 and 2 to  
Interconnection and Unbundling Agreement With FPL FiberNet, LLC

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendments 1 and 2 to the Interconnection and Unbundling Agreement with FPL FiberNet, LLC. Amendment 1 consists of a total of 13 pages. Amendment 2 consists of a total of 21 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 813-483-2617.

Sincerely,

Kimberly Caswell

KC:tas  
Enclosures

RECEIVED & FILED  
*RM*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
15657 DEC 17 01  
FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for  
Approval of Amendments 1 and 2 to the  
Interconnection and Unbundling Agreement  
with FPL FiberNet, LLC

) Docket No. *011650 TP*  
) Filed: December 17, 2001  
)  
)  
)

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENTS 1 AND 2 TO THE INTERCONNECTION AND UNBUNDLING  
AGREEMENT WITH FPL FIBERNET, LLC**

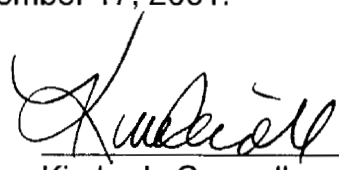
Verizon Florida Inc., formerly GTE Florida Incorporated (Verizon), files this petition before the Florida Public Service Commission (Commission) seeking approval of amendments 1 and 2 to the interconnection and unbundling agreement with FPL FiberNet, LLC (FPL). In support of this petition, Verizon states:

On December 12, 2001, Verizon filed a request for acknowledgment of FPL's adoption of the interconnection and unbundling agreement between GTE South Incorporated (n/k/a Verizon Virginia) and MFN of VA, L.L.C. (Docket No. 011643-TP). Amendment 1 attached hereto governs the Parties' provision of reciprocal compensation arrangements. Amendment 2 attached hereto governs the provision of UNE Remand services.

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

Respectfully submitted on December 17, 2001.

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



Kimberly Caswell  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617  
Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

15657 DEC 17 01

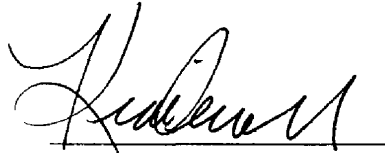
FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of Verizon Florida Inc.'s Petition For Approval of Amendments 1 and 2 to the Interconnection and Unbundling Agreement with FPL FiberNet, LLC were sent via overnight delivery(\*) on December 14, 2001 and U.S. mail(\*\*) on December 17, 2001 to:

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

FPL FiberNet, LLC(\*\*)  
c/o Harry N. Malone, Esq.  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, DC 20007-5116



Kimberly Caswell

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AND UNBUNDLING AGREEMENT**

**between**

**VERIZON FLORIDA INC.**

**and**

**FPL FIBERNET, LLC**

THIS AMENDMENT No. 1 (this "Amendment") is made this 12<sup>th</sup> day of November 2001 (the "Effective Date"), by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") and FPL FiberNet, LLC, a Delaware corporation ("FPL"). (Verizon and FPL may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated October 26, 2001 (the "Adoption Letter"), FPL adopted into the State of Florida, the interconnection agreement between MFN of VA, L.L.C. ("MFN") and GTE South Incorporated in the Commonwealth of Virginia (the "Terms"); and

**WHEREAS**, pursuant to paragraph 32 of the BA/GTE Merger Conditions, reciprocal compensation arrangements are not adoptable from one state jurisdiction to another state jurisdiction;

**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 Attachment 1 and the rates in Appendix A, attached hereto and made a part of this Amendment, shall exclusively govern the Parties' provisions of reciprocal compensation arrangements and that any rates, terms and/or conditions related to reciprocal compensation that are contained in the Terms shall have no application to this Amendment.
2. Attached hereto as Appendix B is a glossary of terms for use only in connection with this Amendment ("Amendment Glossary"). When used in this Amendment (including its Attachment and Appendices), the terms listed in the Amendment Glossary shall have the meanings stated therein. The terms listed in

the Amendment Glossary shall have no application to non-reciprocal compensation provisions contained in the Terms.


3. 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. 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.

5. Scope of this Amendment. Except as, and to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

**FPL FIBERNET, LLC**

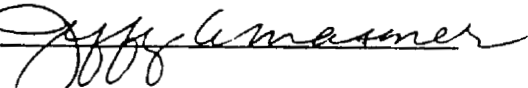
By: 

Printed: G.P. Tomas

Title: VP of Operations

Date: November 12, 2001

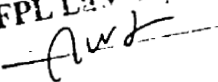
**VERIZON FLORIDA INC.**

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President- Interconnection  
Services Policy & Planning

Date: November 20, 2001

Approved as to form by  
FPL Law Department  
 Attorney

## Attachment 1 - Reciprocal Compensation

1. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act.
  - 1.1. Reciprocal Compensation.
    - 1.1.1. The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in Appendix A to this Amendment. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic to the terminating Party's end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.
  - 1.2. Traffic Not Subject to Reciprocal Compensation.
    - 1.2.1. Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.
    - 1.2.2. Reciprocal Compensation shall not apply to Internet Traffic.
      - 1.2.2.1. The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).
    - 1.2.3. Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.

1.2.4. Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

1.2.5. Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

1.2.6. Reciprocal Compensation shall not apply to Tandem Transit Traffic.

1.2.7. Reciprocal Compensation shall not apply to Information Services Traffic.

1.3. The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by FPL to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to FPL.

2. Other Types of Traffic.

2.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

2.2 Subject to Section 2.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

2.3 For any traffic originating with a third party carrier and delivered by FPL to Verizon, FPL shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by FPL.



- 2.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

3. Traffic Measurement and Billing over Interconnection Trunks

- 3.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

3.1.1 As used in this Section 3, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Verizon's standard pricing schedule for interconnection agreements in Florida that was attached to the Verizon/FPL adoption letter dated October 26, 2001, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

3.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

3.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

- 3.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an

automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 1.2.2 above.

- 3.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 3.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

Appendix A – Rate Schedule

**1. Rates and Charges for Transportation and Termination of Traffic**

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0026691**.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0046275**.

## Appendix B – Amendment Glossary

### 1. General Rule

- 1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to this Amendment only.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Amendment Glossary is used in the Amendment (including its Attachment and Appendices), the term shall have the meaning stated in this Amendment Glossary. A defined term intended to convey the meaning stated in this Amendment Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Amendment Glossary shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in the Terms may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Amendment Glossary and any definition in the Terms, the definition set forth in this Amendment Glossary shall control with respect to interpretation of this Amendment.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Amendment Glossary which is defined or used in the singular shall include the plural, and any term defined in this Amendment Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words “shall” and “will” are used interchangeably throughout the Amendment and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### 2. Definitions

Act. The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).

Customer. A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

Extended Local Calling Scope Arrangement. An arrangement that provides a Customer a local calling scope (Extended Area Service, “EAS”), outside of the Customer’s basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. “Optional Extended Local Calling Scope Arrangement Traffic” is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer’s basic exchange serving area.

FCC. The Federal Communications Commission.

FCC Regulations. The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

FCC Internet Order. Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

Information Services Traffic. IntraLATA switched voice traffic, delivered to a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public.

Internet Traffic. Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

Merger Order. The FCC's Order "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer of a Submarine Cable Landing License", Memorandum Opinion and Order, FCC CC Docket No. 98-184, FCC 00-221 (June 16, 2000), as modified from time to time.

Measured Internet Traffic. Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

Reciprocal Compensation. The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Attachment 1 to this Amendment).

Reciprocal Compensation Traffic. Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunication traffic is Exchange Access or Information Access shall be based upon Verizon's local calling

areas as defined by Verizon. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Information Service Traffic. For the purpose of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

Switched Exchange Access Service. The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

Tariff.

- a) Any applicable Federal or state tariff of a Party, as amended from time-to-time; or
- b) Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

Toll Traffic. Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

Traffic Factor 1. For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ( $[\text{Interstate Traffic Total Minutes of Use} \div \{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}\}] \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

Traffic Factor 2. For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ( $[\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\} \div \text{Intrastate Traffic Total Minutes of Use}] \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
FACSIMILE (202) 424-7645  
WWW.SWIDLAW.COM

HARRY N. MALONE III  
DIRECT DIAL (202) 424-7705  
HNMALONE@SWIDLAW.COM

NEW YORK OFFICE  
405 LEXINGTON AVENUE  
NEW YORK, NY 10174  
(212) 758-9500 FAX (212) 758-9526

November 15, 2001

## VIA OVERNIGHT DELIVERY

Jeffrey Masoner  
Vice President – Interconnection Services Policy and Planning  
Verizon Communications  
2107 Wilson Boulevard  
Arlington, Virginia 22201

**Re: FPL FiberNet, LLC (“FPL”) Adoption of the Interconnection Agreement  
between Verizon - Virginia, Inc. and MFN of Virginia, LLC (“MFN”)  
Pursuant to Section 252(i)**

Dear Mr. Pitterle:

We are enclosing herewith two partially executed copies of the Adoption Letter (“Letter”) that was sent to FPL, via electronic mail, on October 30, 2001. We are also including two partially executed signature pages each for Amendments 1 and 2 to the Agreement, which were also forwarded by electronic mail on October 30.

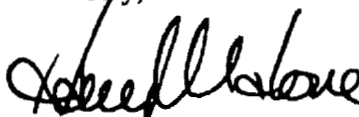
FPL has signed the enclosed Letter prepared by Verizon to signify that it agrees *only* with points 1(A), 1(B), and 1(C) on pages 1 and 2 of the Letter. FPL understands the balance of the Letter to be simply a statement of Verizon’s position on various issues. FPL does not agree with, and is not bound by, Verizon’s statement of position, although FPL does agree that neither party shall be deemed to have waived any rights by signing the Letter.

FPL’s execution of the adoption letter shall not be construed as, nor is it intended to be, a concession, waiver, stipulation, admission, or other evidence that any provision of the Letter complies with the rights and duties imposed by the Act, decisions and orders of the FCC, decisions and orders of the Department, the decisions of federal or state courts, or other applicable law. FPL expressly reserves its full right to assert and pursue any claims, in any forum of competent jurisdiction, including but not limited to those arising from or related to the Agreement, the Act, and FCC or Florida Public Service Commission (“Commission”) orders.

Please arrange to have Verizon sign these documents, return one original of each to us, and file a copy of the other with the Commission as soon as possible. Since it is Verizon's intention to file the Adoption Letter along with the Agreement itself, FPL requests that Verizon attach this letter to the filing as well. In addition, please instruct the Verizon attorneys who are responsible for filing the Adoption Letter and Agreement with the Commission to identify the undersigned as counsel of record in the filing. Of course, we will appreciate a courtesy copy of all filings associated with the Adoption Letter and the Agreement.

Thank you in advance for your assistance in this matter.

Sincerely,



Harry N. Malone  
Counsel for FPL FiberNet, LLC

Enclosures

cc: Renee Ragsdale – Verizon (via First Class Mail)  
Wade Litchfield – FPL (via First Class Mail)  
Russell Blau – SBSF



**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AND UNBUNDLING AGREEMENT**

**between**

**VERIZON FLORIDA INC.**

**and**

**FPL FIBERNET, LLC**

THIS AMENDMENT No. 2 (this "Amendment") is made this 12<sup>th</sup> day of November 2001 (the "Effective Date"), by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") and FPL FiberNet, LLC, a Delaware corporation ("FPL"). (Verizon and FPL may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated October 26, 2001 (the "Adoption Letter"), FPL adopted into the State of Florida, the interconnection agreement between MFN of VA, L.L.C. and Verizon South Inc., f/k/a GTE South Incorporated in the Commonwealth of Virginia (the "Terms");

**WHEREAS**, FPL notified Verizon that it desired to amend the Terms as set forth herein; and

**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 UNE Remand Attachment, shall govern the provisions of UNE Remand services. Prices for the UNE Remand services are contained in the Adoption Letter.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms 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 Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

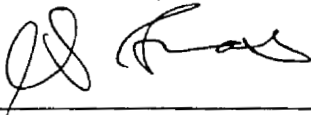
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. 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.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

FPL FIBERNET, LLC

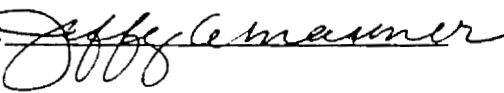
By: 

Printed: G.P. Tomas

Title: VP of Operations

Date: November 12, 2001

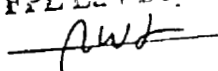
VERIZON FLORIDA INC.

By: 

Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection  
Services Policy & Planning

Date: November 20, 2001

Approved as to form by  
FPL Law Department  
, Attorney

## UNE REMAND ATTACHMENT

### 1. Line Sharing

- 1.1 "Line Sharing" is an arrangement by which Verizon facilitates FPL's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to FPL, solely for FPL's own use, the frequency range above the voice band on the same copper Loop required by FPL to provide such services. This Section 1 addresses line sharing over loops that are entirely copper loops.
- 1.2 Verizon shall provide Line Sharing to FPL for FPL's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, in accordance with this Section 1 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Line Sharing to FPL in accordance with, but only to the extent required by, Applicable Law. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by FPL on that Loop must not significantly degrade the performance of other services provided on that Loop.
- 1.3 Verizon shall make Line Sharing available to FPL at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by FPL; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 1.4 The following ordering procedures shall apply to Line Sharing:
  - 1.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. FPL must utilize the Loop qualification processes described in the terms

applicable to xDSL and Digital Designed Loops to make this determination.

- 1.4.2 FPL shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 1.4.3 If the Loop is prequalified by FPL through the Loop prequalification database, and if a positive response is received and followed by receipt of FPL's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.
- 1.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of FPL's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.
- 1.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and FPL orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes, in the manner required by Applicable Law, that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.
- 1.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 1.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) business days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. Line Sharing arrangements that require pair swaps or line and station transfers in order to free-up facilities may have a provisioning interval that is longer than the standard provisioning

interval for the Line Sharing arrangement. In no event shall the Line Sharing interval offered to FPL be longer than the interval offered to any similarly situated Affiliate of Verizon.

- 1.4.7 FPL must provide all required Collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.
- 1.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems and facility issues. FPL will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.
- 1.5 To the extent required by Applicable Law, FPL shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, FPL must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.
- 1.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by FPL for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. FPL's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.
- 1.7 FPL may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. FPL is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. FPL is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the Collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop).

Two splitter configurations are available. In both configurations, the splitter must be provided by FPL and must satisfy the same NEBS requirements that Verizon

imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. FPL must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before FPL submits an order for Line Sharing.

#### Splitter Option A (Splitter Option 1): Splitter in FPL Collocation Area

In this configuration, the FPL-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by FPL in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the FPL Collocation area. Any rearrangements will be the responsibility of FPL.

#### Splitter Option C (Splitter Option 2): Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a FPL-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon employs the use of a POT Bay for interconnection of FPL's Collocation arrangement with Verizon's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by Verizon or, at FPL's election, by a Verizon-approved vendor designated by FPL.

In those serving End Offices where Verizon does not employ a POT Bay for interconnection of FPL's Collocation arrangement with Verizon's network, the FPL provided splitter will be installed (mounted) in a relay rack between the FPL Collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the FPL Collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon, or, at FPL's election, by a Verizon-approved vendor designated by FPL.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to FPL upon completion of the required work.

- 1.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. FPL must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply.
- 1.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or FPL's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and

engineering fees) apply. FPL must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

1.8 FPL will have the following options for testing shared Loops:

1.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of FPL Collocation arrangement with Verizon's network, the following options shall be available to FPL.

1.8.1.1 Under Splitter Option A, FPL may conduct its own physical tests of the shared Loop from FPL's collocation area. If it chooses to do so, FPL may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the FPL-provided test equipment may not interrupt an in-in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional FPL-provided test head will be installed in FPL's Collocaton area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

1.8.1.2 Under Splitter Option C, upon request by FPL, either Verizon or, at FPL's election, a Verizon-approved vendor selected by FPL will install a FPL-provided test head to enable FPL to conduct remote physical tests of the shared Loop. This optional FPL-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The FPL-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the FPL-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the FPL-provided test head, and will direct all required activity.

1.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to FPL during normal trouble isolation procedures in accordance with reasonable procedures.

1.8.1.4 Under either Splitter Option, upon request by FPL, Verizon will make MLT access available to FPL via RETAS after the



service order has been completed. FPL will utilize the circuit number to initiate a test.

- 1.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of FPL's Collocation arrangement with Verizon's network, FPL will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to FPL through use of the on-line computer interface test system at [www.verizon.com/wise](http://www.verizon.com/wise).
- 1.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where FPL has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and FPL will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that FPL should reasonably have been able to isolate and diagnose through one of the testing options available to FPL above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.
- 1.8.4 Verizon and FPL each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. FPL will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that FPL has provided to Verizon malfunctions, FPL shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and FPL will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.
- 1.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with FPL's Advanced Services. Verizon will not repair any CPE provided by FPL. Before a trouble ticket is issued to Verizon, FPL shall validate whether the Customer is experiencing a trouble that arises from FPL's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 1.8.6 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from FPL's equipment, splitter problems, or FPL's activities, Verizon will.
- 1.8.6.1 Notify FPL and request that FPL immediately test the trouble on FPL's service.

- 1.8.6.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and FPL has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is FPL's service.
- 1.8.6.3 Upon completion of the steps in 1.8.6.1 and 1.8.6.2, above, Verizon may temporarily remove the FPL-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is FPL's service.
- 1.8.6.4 Upon notification from FPL that the malfunction in FPL's service has been cleared, Verizon will restore FPL's service by restoring the splitter on the Customer's Loop.
- 1.8.6.5 Upon completion of the above steps, FPL will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning FPL service from the Customer's line if the cause of the voice interruption was FPL's service.
- 1.8.6.6 Verizon shall not be liable to FPL, the Customer, or any other person, for damages of any kind for disruptions to FPL's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and FPL shall indemnify Verizon from any Claims that result from such steps.

## **2. Line Splitting**

- 2.1 CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

## **3. Sub-Loop**

- 3.1 Sub-Loop – Distribution (USLA).

Upon request by FPL, Verizon shall provide FPL with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 3, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon shall provide FPL with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

- 3.1.1 FPL may request that Verizon reactivate (if available) an unused drop and NID or provide FPL with access to a drop and NID that, at the time of FPL's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 3.1.2 FPL may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if FPL is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of FPL at such terminal. To obtain access to a Sub-Loop Distribution Facility, FPL shall install a TOPIC on an easement or Right of Way obtained by FPL within 100 feet of the Verizon FDI to which such Distribution Sub-Loop is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a FPL TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by FPL for any electronics in the TOPIC. FPL shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 3.1.3 FPL may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to FPL, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 3.1.4 To order access to a Sub-Loop Distribution Facility, FPL must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a FPL TOPIC. To make such a request, FPL must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which FPL wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of FPL's demand for access to Sub-Loop

Distribution Facilities at the requested FDI. FPL must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. FPL must submit Sub-Loop Interconnection Applications to:

FPL's Account Manager

- 3.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to FPL a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statements of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 3.1.6 FPL shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of FPL's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if FPL breaches its payment obligation under this Section. Upon Verizon 's completion of the work that Verizon must perform to provide FPL with access to a Distribution Sub-Loop, Verizon shall bill FPL, and FPL shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 3.1.7 After Verizon has completed the installation of the interconnecting cable to a FPL TOPIC and FPL has paid the full cost of such installation, FPL can request the connection of Verizon Sub-Loop Distribution Facilities to the FPL TOPIC. At the same time, FPL shall advise Verizon of the services that FPL plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. FPL shall run any crosswires within the TOPIC.
- 3.1.8 If FPL requests that Verizon reactivate an unused drop and NID, then FPL shall provide dial tone (or its DSL equivalent) on the FPL side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the FPL dial tone or equivalent from the TOPIC. If FPL requests that Verizon provide FPL with access to a Sub-Loop Distribution Facility that, at the time of FPL's request, Verizon is using to provide service to a Customer, then, after FPL has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, FPL shall disconnect Verizon's dial tone, crosswire its dial tone

to the Sub-Loop Distribution Facility and submit FPL's long-term number portability request.

- 3.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 3.1.10 Verizon shall provide FPL with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 3.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of FPL and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. FPL accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) FPL reports to Verizon a Customer trouble, (b) FPL requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, FPL shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by FPL is not available at the appointed time. If as the result of FPL instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to FPL by Verizon. If as the result of FPL instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to FPL by Verizon.

3.2 Sub-Loop – Feeder (UFSE).

- 3.2.1 Upon request by FPL, Verizon shall provide FPL with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 3.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office
- 3.2.2 FPL may obtain access to a Feeder Sub-Loop only from a FPL collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if FPL has a collocation arrangement in such RTEE. Upon FPL's request, Verizon will connect a Feeder Sub-Loop to a FPL collocation arrangement in the Verizon

end office where the Feeder Sub-Loop originates and to either a FPL collocation arrangement in the Verizon RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that FPL has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and FPL that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a FPL collocation arrangement in a Verizon Central Office or to a FPL TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. FPL may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 3.2.3 FPL shall run any crosswires within a FPL physical collocation arrangement and a FPL TOPIC and FPL will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a FPL collocation arrangement. FPL shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and FPL shall not bill Verizon, and Verizon shall not pay FPL, for providing such power and space.
- 3.2.4 Verizon shall not be obligated to provide to FPL any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If FPL requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to FPL in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 3.2.5 Verizon shall provide FPL with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 3.2.6 Verizon shall repair and maintain a Feeder Sub-Loop at the request of FPL and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. FPL may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. FPL accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) FPL reports to Verizon a trouble, (b) FPL requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then FPL shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a FPL contact as designated by FPL is not available at the appointed time. If as the result of FPL instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to FPL by Verizon. If as the result of FPL instructions, Verizon is erroneously requested to dispatch to a site outside of

Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to FPL by Verizon.

**3.3 Collocation in Remote Terminals.**

To the extent required by Applicable Law, Verizon shall allow FPL to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

**4. Inside Wire**

4.1 [This section intentionally left blank].

**5. Dark Fiber**

5.1 Upon request, Verizon shall provide FPL with access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available at the requested availability date. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF 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 offerings.

5.1.1 A "Dark Fiber Loop" consists of continuous 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 main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

5.1.2 A "Dark Fiber Sub Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

5.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a FPL Central Office, but, in either case, that has not been activated through connection to multiplexing,

aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

5.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

5.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to FPL's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to FPL's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to FPL's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to FPL's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to FPL's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to FPL's collocation arrangement or adjacent structure. A FPL demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A FPL demarcation point at a Customer premise shall be established at a location that is no more than 30 feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the FPL demarcation point by installing a fiber jumper no greater than 30 feet in length

5.2.2 FPL may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and FPL may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available FPL unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF already are terminated on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points or cases to accommodate FPL'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 panel, are not available to FPL.



- 5.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 5.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a FPL collocation arrangement or (2) from a Verizon Accessible Terminal to FPL's demarcation point at a Customer premise or FPL Central Office.
- 5.2.5 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the FPL's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF 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. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 5.2.6 FPL shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 5.2.7 Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate 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.
- 5.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to FPL in the condition that it is available in Verizon's network at the time that FPL submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for FPL's use.
- 5.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to FPL as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 5.2.10 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to FPL as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 5.2.11 FPL shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 5.2.12 FPL may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.

- 5.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to FPL for use for Special or Switched Exchange Access Services, FPL shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 5.2.14 In order to preserve the efficiency of its network, Verizon will limit FPL to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. 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:
- 5.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to FPL upon a showing of need to the Commission and twelve (12) months' advance written notice to FPL; and
- 5.2.14.2 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to FPL upon a showing to the Commission that FPL underutilized fiber within any twelve (12) month period;
- 5.2.14.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a FPL order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than FPL, or impair Verizon's ability to meet a legal obligation.
- 5.2.15 FPL may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 5.2.16 FPL shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of FPL; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) FPL's collocation arrangements with any proper optical cross connects or other equipment that FPL needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. FPL hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that FPL places an order for the applicable dark fiber, and that it shall maintain the same going forward.
- 5.2.17 FPL is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon

will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.

- 5.2.18 FPL is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of FPL.

## **6. Combinations**

- 6.1 Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to FPL, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202)424-7500  
FACSIMILE (202) 424-7645  
WWW.SWIDLAW.COM

HARRY N. MALONE III  
DIRECT DIAL (202) 424-7705  
HNMALONE@SWIDLAW.COM

NEW YORK OFFICE  
405 LEXINGTON AVENUE  
NEW YORK, NY 10174  
(212) 758-9500 FAX (212) 758-9526

November 15, 2001

## VIA OVERNIGHT DELIVERY

Jeffrey Masoner  
Vice President – Interconnection Services Policy and Planning  
Verizon Communications  
2107 Wilson Boulevard  
Arlington, Virginia 22201

**Re: FPL FiberNet, LLC (“FPL”) Adoption of the Interconnection Agreement  
between Verizon - Virginia, Inc. and MFN of Virginia, LLC (“MFN”)  
Pursuant to Section 252(i)**

Dear Mr. Pitterle:

We are enclosing herewith two partially executed copies of the Adoption Letter (“Letter”) that was sent to FPL, via electronic mail, on October 30, 2001. We are also including two partially executed signature pages each for Amendments 1 and 2 to the Agreement, which were also forwarded by electronic mail on October 30.

FPL has signed the enclosed Letter prepared by Verizon to signify that it agrees *only* with points 1(A), 1(B), and 1(C) on pages 1 and 2 of the Letter. FPL understands the balance of the Letter to be simply a statement of Verizon’s position on various issues. FPL does not agree with, and is not bound by, Verizon’s statement of position, although FPL does agree that neither party shall be deemed to have waived any rights by signing the Letter.

FPL’s execution of the adoption letter shall not be construed as, nor is it intended to be, a concession, waiver, stipulation, admission, or other evidence that any provision of the Letter complies with the rights and duties imposed by the Act, decisions and orders of the FCC, decisions and orders of the Department, the decisions of federal or state courts, or other applicable law. FPL expressly reserves its full right to assert and pursue any claims, in any forum of competent jurisdiction, including but not limited to those arising from or related to the Agreement, the Act, and FCC or Florida Public Service Commission (“Commission”) orders.

Mr. Masoner  
November 15, 2001  
Page 2

Please arrange to have Verizon sign these documents, return one original of each to us, and file a copy of the other with the Commission as soon as possible. Since it is Verizon's intention to file the Adoption Letter along with the Agreement itself, FPL requests that Verizon attach this letter to the filing as well. In addition, please instruct the Verizon attorneys who are responsible for filing the Adoption Letter and Agreement with the Commission to identify the undersigned as counsel of record in the filing. Of course, we will appreciate a courtesy copy of all filings associated with the Adoption Letter and the Agreement.

Thank you in advance for your assistance in this matter.

Sincerely,



Harry N. Malone  
Counsel for FPL FiberNet, LLC

Enclosures

cc: Renee Ragsdale – Verizon (via First Class Mail)  
Wade Litchfield – FPL (via First Class Mail)  
Russell Blau – SBSF