

Richard A. Chapkis
Vice President and General Counsel, Southeast Region
Legal Department



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

Phone 813 483-1256
Fax 813 204-8870
richard.chapkis@verizon.com

July 19, 2004

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

RECEIVED - FPSC
JUL 19 AM 10:13
COMMISSION
CLERK

Re: Docket No.
Petition for Approval of Section 252(i) Adoption With Modifications of the
Existing Terms of the Interconnection Agreement Between Metrocall Inc. and
Verizon Florida Inc. by Priority Paging, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced
Petition. Service has been made as indicated on the Certificate of Service. If there
are any questions regarding this matter, please contact me at (813) 483-1256.

Sincerely,

Richard A. Chapkis

RAC:tas

Enclosures

RECEIVED & FILED

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i) Adoption)	Docket No.
With Modifications of the Existing Terms of the)	Filed: July 19, 2004
Interconnection Agreement Between Metrocall Inc.)	
and Verizon Florida Inc. by Priority Paging, Inc.)	
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PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS OF THE EXISTING TERMS OF THE INTERCONNECTION AGREEMENT BETWEEN METROCALL INC. AND VERIZON FLORIDA INC. BY PRIORITY PAGING, INC.

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Priority Paging, Inc.'s adoption with modifications of the existing terms of the interconnection agreement between Verizon and Metrocall Inc. The Verizon/Metrocall agreement was approved by the Commission on November 21, 2000 in Docket No. 001120-TP.

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

Respectfully submitted on July 19, 2004.

By: Richard A. Chapkis
Richard A. Chapkis
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

June 15, 2004

Jackson M. Jobe
President/CEO
Priority Paging, Inc.
948 NE Withla Bluffs Way
Lee, FL 32059

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Jobe:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N. Franklin Street, Tampa, Florida 33602-5167, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Priority Paging, Inc. ("PPI"), a Florida corporation, with principal place of business at 948 NE Withla Bluffs Way, Lee, Florida 32059, wishes to adopt the terms of the Interconnection Agreement between Metrocall Inc. ("Metrocall") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand PPI has a copy of the Terms. Please note the following with respect to PPI's adoption of the Terms.

1. By PPI countersignature on this letter, PPI hereby represents and agrees to the following five points:
 - (A) PPI adopts (and agrees to be bound by) the Terms of the Metrocall/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that PPI shall be substituted in place of Metrocall Inc. and Metrocall in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), the decision of the U.S. Court of Appeals for the D.C. Circuit in its Opinion and Order in United States Telecom Association v. Federal Communications Commission, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) PPI agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and PPI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

(C) Notice to PPI and Verizon as may be required under the Terms shall be provided as follows:

To: Priority Paging, Inc.
Attention: Jackson M. Jobe
President/CEO
948 NE Withla Bluffs Way
Lee, FL 32059
Telephone Number: 850-971-4347
Facsimile Number: 850-971-0044
Internet Address: worldpagingcenter@starband.net

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (D) PPI represents and warrants that it has obtained any FCC and Commission authorization as required by Applicable Law for conducting business in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
 - (E) In the event an interconnection agreement between Verizon and PPI is currently in effect in the State of Florida (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - (F) Verizon's standard pricing schedule for interconnection agreements in the State of Florida (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to PPI adoption of the Terms. PPI should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. PPI adoption of the Metrocall Terms shall become effective on June 29, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of PPI. The term and termination provisions of the Metrocall/Verizon agreement shall govern PPI adoption of the Terms. The adoption of the Terms is currently scheduled to expire on July 31, 2004.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or

negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of PPI 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny PPI adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to PPI are greater than the costs of providing them to Metrocall;
 - (b) if the provision of the Terms to PPI is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to PPI under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should PPI attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against PPI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an “Insolvency Proceeding”), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and PPI adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of PPI resulting from PPI adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

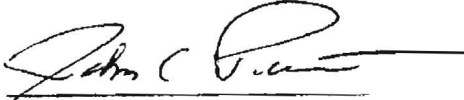
⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

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

Sincerely,

VERIZON FLORIDA INC.



John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

07/01/04
(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

PRIORITY PAGING, INC.



Jackson M. Jobe
President/CEO

JUNE 30, 2004
(DATE)

c: K. Robertson - Verizon

FLORIDA APPENDIX 1

I. Verizon Services, Facilities and Arrangements¹

<u>Verizon Service Description</u>	<u>Non-Recurring/Recurring</u>
A. Type 2 Entrance facilities and transport, as appropriate, for Interconnection at Verizon Tandem Office, Serving Wire Center or other Point of Interconnection.	Per Interstate Verizon FCC No. 1 Access Tariff, Intrastate Access Tariff or Local Exchange Tariff.
B. Type 1 DID Interoffice Mileage, if applicable, or Type 1 Entrance facilities and transport for Interconnection at Verizon End Office.	Verizon Intrastate Access Tariff or Local Exchange Tariff, as applicable
C. Type 1 (DID Trunk) Channel Termination	Same as above.
D. Type 1 Trunk Termination Equipment	Same as above.
E. Multiplexing, if applicable	Per Interstate Verizon Access Tariff, Intrastate Access Tariff or Local Exchange Tariff.
F. Toll Billing Exception	No charge.
G. Telephone Numbers	\$15.00
H. Change NXX Code Rate Center	No charge.
I. Exchange Access Service	Per Verizon FCC No. 1 or Intrastate Access Tariff.

¹ Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Paging Carrier when purchasing these services for use in the provision of Narrowband Commercial Mobile Radio Service (NCMRS) and apply only to Reciprocal Compensation Traffic and Local Ancillary Traffic. Verizon rates and services for use by the Paging Carrier in the carriage of InterMTA Traffic shall be subject to Verizon's tariffs for Exchange Access Service.

II. Paging Carrier Services, Facilities and Arrangements

	<u>Paging Carrier Service Description</u>	<u>Non Recurring</u>	<u>Recurring</u>
A.	Compensation for transport and termination of Reciprocal Compensation Traffic via a One Way Type 2A or 2B Connection.	N/A	\$.002 per mou
B.	Compensation for transport and termination of Reciprocal Compensation Traffic via a One Way Type 1 Line Side Connection.	N/A	\$5.00 per interconnection trunk per month
C.	Interim Traffic Factor 2 to be applied to the Dedicated Paging Interconnection Facility Charge per subsection 6.1.	N/A	70%

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent via overnight delivery(*) on July 16, 2004 and U.S. mail(**) on July 19, 2004 to:

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

Priority Paging, Inc.(**)
Attention: Jackson M. Jobe
President/CEO
948 NE Withla Bluffs Way
Lee, FL 32059

Richard A. Chapkis

Richard Chapkis