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Suite 1200  
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Tallahassee, FL 32301  
www.akerman.com  
850 224 9634 tel 850 222 0103 fax

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February 22, 2008

**VIA HAND DELIVERY**

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

**Re: Complaint and Petition for Resolution of Interconnection Pricing Dispute**

Dear Ms. Cole:

Enclosed for filing on behalf of Bright House Networks Information Services, LLC, please find an original and 15 copies of Bright House Networks Information Services, LLC's Complaint and Petition for Resolution of Interconnection Pricing Dispute against Verizon Florida, LLC, regarding Verizon's practice of charging for directory listings in violation of the parties' interconnection agreement.

- CMP
- COM 5
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL 4
- OPC 1
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC \_\_\_\_\_
- CLX 2
- OTH \_\_\_\_\_

If you have any questions, please do not hesitate to contact me.

Sincerely,

*Beth Keating*

**Beth Keating**  
**AKERMAN SENTERFITT**  
106 East College Avenue, Suite 1200  
Tallahassee, FL 32302-1877  
Phone: (850) 224-9634  
Fax: (850) 222-0103

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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Bright House Networks Information Services  
(Florida) LLC, Complainant

v.

Verizon Florida, LLC (TL 710), Defendant

Docket No. 080110

Filed: February 22, 2008

**COMPLAINT AND PETITION FOR RESOLUTION  
OF INTERCONNECTION PRICING DISPUTE**

In accordance with Rule 25-22.036, Florida Administrative Code, Florida Statutes §§ 364.01(4)(g), 364.012(2), 364.02(13), and 364.162(1), and 47 U.S.C. § 252(e), Bright House Networks Information Services (Florida), LLC, (“Bright House”) through its attorneys, brings the following complaint and petition for dispute resolution against Verizon Florida, LLC (“Verizon”) (a) for violation of the terms of the Parties’ Interconnection Agreement by imposing charges on Bright House not provided for in, and contrary to the terms of, that Agreement, and (b) for a determination regarding the scope and meaning of that Agreement as it relates to charges for and related to directory listings for Bright House customers.

**INTRODUCTION AND SUMMARY**

1. Bright House Networks Information Services (Florida), LLC is a competitive local exchange carrier (“CLEC”) in Florida that, in conjunction with services provided by its affiliate, Bright House Networks, LLC, provides local voice service to hundreds of thousands of residential customers in Florida under the brand name “Bright House Networks Digital Phone” or “Digital Phone.” Bright House Networks Digital Phone competes against Verizon's traditional telephone service. Bright House uses its own facilities to provide its services. Bright House is interconnected with Verizon to exchange traffic, and Verizon and Bright House cooperate to provide each other number portability functionality when customers switch from one carrier to the other. However,

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

Bright House does not use Verizon unbundled network elements, and does not resell Verizon services.

2. Bright House and Verizon have an approved Interconnection Agreement that governs the terms of their relationship. In relevant part (Section 19.1), that Agreement provides, with respect to “Directory Listings (White Pages)” that “a basic listing for each [Bright House] Customer shall be included in the [Verizon] white pages directory for such [Bright House] Customer’s specific geographic area at no charge to [Bright House] or [Bright House’s] Customers.”<sup>1</sup> The agreement also explains how these basic listings are to be established. Section 19.3 of the Agreement states that “[Bright House] agrees to supply [Verizon], on a regularly scheduled basis and in the format mutually agreed between [Bright House] and [Verizon], all listing information for [Bright House] Customers who wish to be listed in the white or yellow pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code where provided in that directory) and telephone numbers.” This is what Bright House does.<sup>2</sup>

3. This clear and unambiguous language plainly entitles Bright House to submit to Verizon the names, addresses and telephone numbers of its customers “who wish to be listed in the white or yellow pages,” at no charge. Despite this, Verizon has taken the position that it is entitled

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<sup>1</sup> Bright House adopted an agreement that was originally entered into between GTE (now Verizon) and AT&T (the CLEC into the shoes of which Bright House has stepped). This adoption became effective pursuant to the Commission’s procedures, as noted in the Commission staff’s April 7, 2006 memo to the Docket File in Docket No. 060015-TP. When using quotations from the agreement, this petition substitutes “Verizon” for “GTE,” and “Bright House” for “AT&T.”

<sup>2</sup> The parties’ Agreement, is a matter of public record in the Commission’s files, and of which Verizon has a copy, is extremely voluminous. As a result, Bright House is not attaching a complete copy of the Interconnection Agreement to this Complaint. Exhibit 1 hereto is a series of excerpts from this Agreement that appear relevant to this dispute. Other Exhibits highlight particular sections of the Agreement contained in Exhibit 1. Upon request, Bright House will provide a complete copy, if the Commission or its staff believe that this would be useful.

to charge Bright House a service order charge of \$24.00 per customer each time Bright House actually submits the information called for under Section 19.3 of the Agreement. Pursuant to this position, Verizon has sent Bright House bills now totaling over \$3.9 million, all of which Bright House has disputed.

4. The essence of Verizon's position, as Bright House understands it, is that even though there is clear contractual language (Section 19.1) stating that listings "shall be included ... at no charge," and even though there is clear contractual language (Section 19.3) requiring Bright House to affirmatively submit listing data for each customer in order for a listing to be established, the only fees that are forbidden are those that are expressly labeled as charges for directory listings. According to Verizon, this language permits Verizon to charge Bright House for processing the paperwork necessary to *establish* the listings. This is like an electronics store offering a "free" radio to the first 100 customers to come to the store, but then imposing a \$24 "free radio processing fee" on each customer that picked up the "free" radio and tried to take it home.

5. Bright House submits that a directive that listings be "included ... *at no charge*" plainly forbids any kind of processing charge when Bright House follows the contractually required procedures for establishing the free listing. In the alternative, however, even if Verizon is entitled to *some* fee, there is no basis in the Agreement or in logic for imposing either the specific \$24.00 fee Verizon is imposing, or any fee that is specified in the Agreement as it now reads.<sup>3</sup> Bright House therefore, in the alternative, seeks a determination that, if Verizon is entitled to some fee for the administrative activities associated with Bright House white pages listings, Verizon must develop a fee that reflects Verizon's TELRIC-based cost of performing those activities, and that

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<sup>3</sup> In this regard, the \$24.00 fee that Verizon has been charging comes from the original "Attachment 14" to the contract that Bright House adopted. However, when Bright House adopted that contract, Verizon included an updated "Appendix A" listing various charges. No \$24.00 fee appears in "Appendix A."

neither the \$24.00 fee Verizon is charging, nor any other fee presently in the Agreement, applies to this function.

6. The Commission has jurisdiction to hear and determine this matter under 47 U.S.C. § 252(e) and Florida Statutes §§ 364.01(4)(g), 364.012(2), 364.02(13), and 364.162(1).

**PARTIES**

7. Bright House Networks Information Services (Florida), LLC is a Delaware limited liability company. Bright House Networks Information Services (Florida), LLC, through a predecessor company, was granted CLEC authority in 2003. Bright House launched its voice service in the summer of 2004. It currently provides service throughout the Tampa and Central Florida areas. Bright House's registered address with the Commission is 12985 North Telecom Parkway, Temple Terrace, FL 33637-0907. Bright House's representatives for this matter are:

Christopher W. Savage  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Avenue, NW  
Suite 200  
Washington, D.C. 20006  
Tel: 202-973-4200  
Fax: 202-973-4499  
chrissavage@dwt.com

Beth Keating  
Akerman Senterfitt  
106 East College Ave., Suite 1200  
Tallahassee, FL 32301  
Tel: 850-521-8002  
Fax: 850-222-0103  
beth.keating@akerman.com

8. On information and belief, Verizon is a Delaware limited liability company. Verizon is the ILEC, as that term is defined in 47 U.S.C. § 251(h), for various areas in Florida, including most of the areas where Bright House offers its service, as well as a local exchange telecommunications company as that term is defined in Section 364.02(8), Florida Statutes. On information and belief, Verizon serves large numbers of both residential and business customers in Florida. Verizon's registered address with the Commission is 106 East College Avenue, Suite 710, Tallahassee, FL 32301-7721.

## JURISDICTION

9. This Commission has jurisdiction to adjudicate disputes between carriers regarding the interpretation and implementation of interconnection agreements. This jurisdiction is granted by Florida Statutes §§ 364.01(4)(g), 364.012(2), 364.02(13), and 364.162(1). Section 364.01(4)(g) states that the Commission shall “ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior.” Section 364.012(2) states that Chapter 364 “does not limit or modify ... the commission's authority to arbitrate and enforce interconnection agreements.” Section 364.02(13) expressly states that “notwithstanding § 364.013, and the exemption of services pursuant to this subsection, the commission may arbitrate, enforce, or approve interconnection agreements, and resolve disputes as provided by 47 U.S.C. §§. 251 and 252, or any other applicable federal law or regulation.” Section 364.162(1) states that “the commission shall have the authority to arbitrate any dispute regarding interpretation of interconnection or resale prices and terms and conditions.” Moreover, as a matter of federal law, the Commission’s authority under §252(e) to approve interconnection agreements between telecommunications carriers carries with it the authority to enforce such agreements and adjudicate disputes arising between carriers regarding the implementation and terms of such agreements.

10. The Agreement contains a provision calling for private arbitration of disputes that arise under it.<sup>4</sup> Notwithstanding this provision, however, the Commission should take jurisdiction over, and determine, this dispute, for several reasons. First, this dispute raises issues of competitive fairness in the telecommunications industry in Florida, which is a matter appropriately subject to this Commission’s direct jurisdiction. No private arbitrator, however fair and however well-informed, can be expected to intuit how this Commission would bring its understanding of these

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<sup>4</sup> See Agreement, Section 15 and Attachment 1. These provisions are included as Exhibit 2.

policy issues to bear on this dispute. If the parties simply disagreed on whether an agreed-to rate applied to ten thousand or twenty thousand directory listings – a simple, business-oriented, fact-based dispute – then private arbitration would be appropriate. But here Verizon is seeking to place a significant drag on Bright House’s ability to compete, by increasing its costs of customer acquisition. Second, as noted below, while Bright House is quite certain that under any fair reading of Sections 19.1 and 19.3 of the Agreement, Verizon simply has no right to charge for the process of establishing accurate directory listings, we are equally certain that *if* some charge is permissible for that function, it is *not* the \$24.00 that Verizon is charging. Indeed, in that event, it is clear that at present there is no charge in the Agreement for that function. There is no way that a private arbitrator could set a legally binding new rate for that function, because establishing rates that comport with Section 251 and Section 252 – and mandatorily embodying them in a binding contract – is within this Commission’s legal authority – not that of a private arbitrator. There is, therefore, no way that a private arbitrator – as opposed to this Commission – could handle all facets of the controversy between Verizon and Bright House.

11. In this regard, Attachment 1, Section 2.1.2, expressly recognizes that state regulators such as this Commission may take jurisdiction over a dispute. Moreover, unlike a typical arbitration provision that envisions that an arbitrator will make a final decision, Attachment 1, Section 11.2, specifically states that an Arbitrator’s decision “shall not be final” if a party “appeals the decision to the [Florida] Commission, and the matter is within the jurisdiction of the [Florida] Commission, provided that the agency agrees to hear the matter.” Bright House states, without question, that were any Arbitrator to rule that it owes Verizon any fees for establishing basic directory listings as called for by Sections 19.1 and 19.3 of the Agreement, Bright House will seek relief from this Commission, thus rendering any Arbitration process moot. Rather than require the

parties to undergo the time and expense of a private arbitration, in these circumstances, Bright House the Commission may, and should, simply take direct jurisdiction of this matter and decide this case.

### FACTUAL AND REGULATORY BACKGROUND

12. Bright House provides Digital Phone primarily to residential and small enterprise customers in Florida. Bright House is interconnected with Verizon to exchange traffic. In order to facilitate the provision of services to its customers, and in accordance with federal and state law, Bright House has adopted an Interconnection Agreement with Verizon. Specifically, Bright House has adopted the interconnection agreement originally entered into between Verizon's predecessor entity GTE Florida Inc., and AT&T Communications of the Southern States, Inc. (a competing local exchange carrier ("CLEC") at that time.)<sup>5</sup>

13. Under 47 U.S.C. § 251(b)(3) and applicable regulations of the Federal Communications Commission ("FCC") regulations, Verizon is obliged to include listings for Bright House's customers in Verizon's directory assistance database on nondiscriminatory terms and conditions – that is, on the same terms and conditions that apply to its own listings for its own customers. This obligation is clearly established under 47 U.S.C. § 251(b)(3), FCC Rule 47 C.F.R. § 51.217, and applicable FCC decisions and case law.<sup>6</sup> The purpose of the rule requiring

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<sup>5</sup> See note 2, *supra*. The Exhibits to this Complaint are excerpts from the parties' interconnection agreement. As noted above, Bright House will provide a complete copy, if the Commission or its staff believe that this would be useful.

<sup>6</sup> Under 47 C.F.R. § 51.217(c)(3), a "LEC shall accept the listings of those customers served by competing providers for inclusion in its directory assistance/operator services databases." 47 C.F.R. § 51.217(c)(3); see also *In the Matter of Implementation of the Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information*, Third Report and Order, 14 FCC Rcd 15550 (1999) at ¶ 160 ("Directory Services Order"); *U.S. West Communications, Inc. v. Hix*, 93 F. Supp. 2d 1115, 1133 (2000) (ILEC must provide nondiscriminatory access to listings that it publishes or causes to be published); (interpreting nondiscriminatory access under Section 251(b)(3) as requiring the placement of a



nondiscriminatory access to directory assistance databases is “to ensure that customers of every provider would have access to the listed telephone numbers of all providers.”<sup>7</sup> Furthermore, the FCC has defined nondiscriminatory access to mean “the ability of the competing provider to obtain access that is at least equal in quality to that of the providing LEC.”<sup>8</sup> Since Verizon does not charge its own customers for a basic White Pages listing, it would violate this nondiscrimination obligation to charge Bright House for such listings.

14. General federal regulatory requirements aside, the specific Interconnection Agreement between Bright House and Verizon states, at section 19.1, that “A basic listing for each [Bright House] Customer shall be included in the [Verizon] white pages directory for such [Bright House] Customer’s specific geographic area at no charge to [Bright House] or [Bright House’s] Customers.”<sup>9</sup> The contract also explains *how* these “basic listings” shall be established. Section 19.3 states that: “[Bright House] agrees to supply [Verizon], on a regularly scheduled basis and in the format mutually agreed between [Bright House] and [Verizon], all listing information for [Bright House] Customers who wish to be listed in the white or yellow pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code where provided in that directory) and telephone numbers.” This contract language is clear, plain, and unambiguous. It explains how the listing is to be established, and it says that the listing will be provided “at no charge.” It does not say “no charge, except that

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customer’s listing information in a directory assistance database or in a directory compilation for external use); *MCI Telecommunications Corp. v. Michigan Bell Telephone Co.*, 79 F. Supp. 2d 768 (1999) (ILEC must publish CLEC customer information in its yellow pages directory as well as white pages directory).

<sup>7</sup> *Directory Services Order* at ¶ 149.

<sup>8</sup> 47 C.F.R. § 51.217(a)(2)(ii).

<sup>9</sup> Interconnection Agreement, Section 19.1, page 18. *See* Exhibit 1.

administrative processing fees for setting up the listing and making sure it is accurate will apply.” Yet, Verizon is acting as if this latter – non-existent – language governs the Parties’ relationship.

15. Specifically, Bright House establishes a customer’s directory listing in two steps. First, it sends Verizon (via electronic data exchange) an order to delete whatever information Verizon may have for the customer. Second, it sends Verizon the specific name, address, and telephone number that the customer wants included in the directory. This two-step process is necessary to allow the new Bright House customer to choose how his or her listing will appear (just as new Verizon customers do), as well as to ensure that the listing information is completely accurate.<sup>10</sup> Indeed, simply submitting customer names, addresses and phone numbers – as called for by Section 19.3 of the Agreement – without first arranging for the deletion of any existing

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<sup>10</sup> Verizon itself (through its affiliates) explained the need for this process (in the case of facilities-based competitors) when the process was challenged at the Federal Communications Commission (“FCC”) in connection with the Verizon affiliates obtaining interLATA long distance authority under Section 271 of the Communications Act:

We also do not agree with the [CLEC] assertion that UNE-loop competitive LECs do not receive equal treatment with regard to directory listings. According to [the CLEC], when a competitive LEC using UNE-platform or resale migrates a customer from Verizon retail service, the directory listing is migrated through Verizon's systems without need for modification. When competitive LECs *using their own facilities* migrate a customer from Verizon, [the CLEC] claims that the directory listing information must be deleted from Verizon's system completely, and then re-submitted to Verizon so that it can be sent to Verizon's database for inclusion in the directory listing. According to [the CLEC], this extra step is responsible for the vast majority of directory listing errors and omissions. Rather than being discriminatory, Verizon explains that this process is *necessary to ensure the accuracy of ... facilities-based carriers' listings*. According to Verizon, if a [CLEC] provides service using unbundled stand-alone loops, *or is a facilities-based provider*, that competitive LEC provides the dial tone and telephone number from its own switch. Accordingly, Verizon is not aware of the new telephone number used to serve the end user. Thus, Verizon cannot automatically arrange for the directory listing, as it can with competitive LECs that provide services via UNE-platform or resale. We find that Verizon's *procedure for facilities-based carriers*, therefore, offers carriers a meaningful opportunity to compete.

*Application by Verizon-Maryland, et al., for Authorization to Provide In-Region, InterLATA Services in Maryland, Washington D.C. and West Virginia*, 18 FCC Rcd 5212 (2003) at ¶ 135 (emphasis added, footnotes omitted).

record, is a recipe for numerous errors, duplicate entries, etc. Yet Verizon, in direct contravention of the terms of the Agreement, has been charging Bright House a \$24.00 fee for this activity.

16. There is no contractual basis for this charge. Aside from the fact that it directly contradicts the requirements of Sections 19.1 and 19.3 of the contract, the fee itself and by its terms does not apply to this situation. The \$24.00 fee appears in the original version of the Interconnection Agreement, in a section relating to pricing unbundled network elements. It is listed there as a “subsequent service order” charge. *See* Interconnection Agreement, Attachment 14, Appendix 2, Annex 1, page 11.<sup>11</sup> However, directory listing service is not an unbundled element under Section 251(c)(3) of the Communications Act. To the contrary, the obligation to provide directory listing service is a separate and distinct obligation that all LECs – not just incumbent LECs – bear to each other, under Section 251(b)(2) of the Communications Act.<sup>12</sup>

17. There is no basis for imposing this charge on Bright House in connection with establishing directory listings. As noted above, imposing any “service order” charge for the process of establishing an accurate directory listing flatly conflicts with the specific provision in Section 19.1 of the Agreement dealing with directory listings. But the specific charge Verizon seeks to impose, in any event, manifestly does not apply to this activity. The \$24.00 price appears in small table on pages 10-11 of Attachment 14:

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<sup>11</sup> Attachment 14 consists of 19 pages. A copy of this entire Attachment is attached hereto as Exhibit 3. As noted above, however, Attachment 14 was superseded by “Appendix A” to the adoption agreement. “Appendix A” is attached hereto as Exhibit 4. Nothing in “Appendix A” suggests that Verizon is entitled to charge \$24.00, or anything at all, for processing Bright House’s basic directory listings.

<sup>12</sup> Normally only incumbent LECs have to fulfill this duty because normally only incumbent LECs publish directories. But when a competing LEC provides directories or directory assistance, just like the incumbent, the competitor is required to include the other carrier’s listings in any such printed directory or database.

Summary of PSC Modified Non-Recurring Costs For GTE Florida, Inc.

<u>Unbundled Element</u>	Non-Recurring Charge
Loop or Port Service Ordering	
Initial Service Order	\$47.25
Transfer of Service	\$16.00
Subsequent Service Order	\$24.00
Customer Service Record	\$ 5.25

In other words, this is a charge for “Loop or Port Service Ordering,” and has nothing to do with directory listings. In this regard, the introductory language of Appendix 2 to Attachment 14 states (emphasis added) that “*Network Elements and Combinations* will be priced in accordance with the standards and prices described in this Appendix 2.” As noted above, providing a directory listing is not an “unbundled element” under 47 U.S.C. § 251(c)(3). To the contrary, providing directory listing functions is a separate and independent duty under 47 U.S.C. § 251(b)(3). Quite simply, the charges contained in Appendix 2 of Attachment 14 have nothing whatsoever to do with the directory listing function. So, even if the contract language did not specify that there was to be “no charge” for Bright House establishing directory listings for its customers in Verizon’s databases and directories, the charges in Appendix 2 of Attachment 14 – and, specifically, the \$24.00 charge – would not apply.<sup>13</sup>

18. Notwithstanding the fact that Verizon has no basis in the Interconnection Agreement to charge Bright House anything at all in connection with establishing an accurate basic white pages listing for Bright House’s customers, for at least the last eleven (11) months, Verizon has been imposing the \$24.00, UNE-related “subsequent service order” charge whenever Bright House

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<sup>13</sup> A parallel situation exists with respect to the “Appendix A” prices. There is simply no price specified for the process of establishing a directory listing – which makes perfect sense, because as a matter of the substantive obligations of the contract, that function is provided for free. There is a price specified for various service order charges relating to the purchase of resold services or unbundled network elements, but establishing a directory listing is neither one.

submits the listing information for one of its customers. Bright House has been disputing these bills and has not paid them. Nonetheless, the total amount now in dispute exceeds \$3.9 million, and Bright House believes that it is inappropriate for such a monetarily large dispute to remain pending without final, formal resolution by the Commission. For that reason, Bright House is bringing this Complaint to the Commission at this time.

19. In light of the foregoing, as noted above, Bright House seeks (a) a ruling that under the terms of the Parties' Interconnection Agreement, Verizon may not charge Bright House anything at all for the functions involved in establishing an accurate white pages listing for Bright House customers; and (b) in the alternative, a ruling that, if some charge is to be levied for that function in the future, it is not a charge that is presently contained in the Parties' Interconnection Agreement, and that therefore any such charge must be a new, cost-based rate to be negotiated between the Parties and, if they cannot agree, established in litigation before this Commission.

**COUNT I:  
DETERMINATION REGARDING PROVISION OF BASIC WHITE PAGES  
DIRECTORY LISTINGS AT NO CHARGE AND BREACH OF INTERCONNECTION  
AGREEMENT**

20. Bright House repeats and realleges the allegations contained in Paragraphs 1 through 19 above.

21. Section 19.1 of the Parties' Interconnection Agreement states that there shall be no charge for establishing basic white pages directory listings. Section 19.3 of the Parties' Interconnection Agreement states that in order for Bright House to establish a basic white pages directory listing, it shall affirmatively submit the name, address, and telephone number of the customer to be listed.

22. Verizon's bills to Bright House that purport to impose a fee of \$24.00 in connection with those processes are invalid under the Interconnection Agreement, and Verizon is breaching the Agreement by attempting to impose and collect such charges.

23. Bright House is entitled to a declaration that under the terms of the Parties' Interconnection Agreement, including Sections 19.1 and 19.3 of the Agreement, Verizon may not impose any charges whatsoever for the tasks and processes involved in establishing a basic white pages listing for a Bright House customer.

**COUNT II:  
ALTERNATIVE DETERMINATION REGARDING ESTABLISHMENT OF A COST-  
BASED RATE FOR ESTABLISHING BASIC WHITE PAGES DIRECTORY LISTINGS**

24. Bright House repeats and realleges the allegations contained in Paragraphs 1 through 23 above.

25. Assuming, *arguendo*, that notwithstanding Sections 19.1 and 19.3 of the Parties' Interconnection Agreement, it would nonetheless appropriate for Verizon to impose some charge, on a forward-looking basis only, in connection with the tasks and processes involved in establishing a basic white pages listing for a Bright House customer, the \$24.00 "subsequent service order" charge, relating to unbundled elements, is not the appropriate charge for those tasks and processes.

26. At present, there is no charge contained in the Interconnection Agreement that relates to or covers these tasks and processes.

27. As a result, again assuming *arguendo* that, notwithstanding Sections 19.1 and 19.3, a charge would be appropriate, that charge must be cost-based and must be, in the first instance, negotiated by the Parties and, if they cannot agree, litigated before, and established by, this Commission. In this regard, Section 42 of the Agreement requires that the prices for any new or additional functions to be provided under the Agreement "shall be priced in accordance with all

applicable provisions of the Act and the rules and orders of the FCC and any state public utility commission having jurisdiction over this Agreement.”<sup>14</sup>

28. As a result, if the Commission does not issue the determinations requested under Count I, then the Commission should issue a determination that (a) Bright House does not owe Verizon the \$24.00 fee Verizon has been charging for establishing directory listings; (b) there is no fee presently in the Interconnection Agreement that relates to that function; (c) if Verizon wants to charge for that function it must negotiate a cost-based rate for it with Bright House; and (d) if the Parties cannot successfully negotiate such a cost-based rate, then they may and should bring the issue to the Commission for resolution in accordance with normal pricing principles applicable under the Communications Act, including, specifically, a requirement that an ILEC’s rates be based on the forward-looking costs the ILEC incurs in providing the function at issue.

#### **RELIEF REQUESTED**

Based on the foregoing, Bright House respectfully requests that the Commission:

a. Issue a determination that under the terms of the Parties’ Interconnection Agreement, including Sections 19.1 and 19.3, Verizon may not impose any charges whatsoever for the tasks and processes involved in establishing a basic white pages listing for a Bright House customer;

b. In the alternative, issue a determination that (a) Bright House does not owe Verizon the \$24.00 fee Verizon has been charging for establishing directory listings; (b) there is no fee presently in the Interconnection Agreement that relates to that function; (c) if Verizon wants to charge for that function it must negotiate a cost-based rate for it with Bright House; and (d) if the

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<sup>14</sup> This provision from the Agreement is attached as Exhibit 5.

Parties cannot successfully negotiate such a cost-based rate, then they may and should bring the issue to the Commission for resolution;

c. Issue a determination that Bright House is entitled to its reasonable attorneys' fees in bringing this matter, in accordance with Section 7 of the Agreement; and

d. Such additional relief as the Commission considers just and reasonable in the circumstances.

Respectfully submitted this 22<sup>nd</sup> day of  
February, 2008,

By: 

Christopher W. Savage  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Avenue, NW  
Suite 200  
Washington, D.C. 20006  
Tel: 202-973-4200  
Fax: 202-973-4499  
chrissavage@dwt.com

Beth Keating  
Akerman Senterfitt  
106 East College Ave., Suite 1200  
Tallahassee, FL 32301  
Tel: 850-521-8002  
Fax: 850-222-0103  
beth.keating@akerman.com

Attorneys for:  
Bright House Networks Information Services (Florida), LLC  
February 22, 2008



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via US Mail and Electronic Mail\* to the persons listed below this 22<sup>nd</sup> day of February, 2008:

Dulaney L. O'Roark, III, VP/General Counsel* Verizon Florida, LLC P.O. Box 110, MC FLTC 0007 Tampa, FL 33601 de.oroark@verizon.com	David Christian* Verizon Florida, Inc. 106 East College Ave. Tallahassee, FL 32301-7748 David.christian@verizon.com
Adam Teitzman, Supervising Attorney* Florida Public Service Commission, Office of the General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 ateitzma@psc.state.fl.us	Beth Salak, Director/Competitive Markets and Enforcement* 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 bsalak@psc.state.fl.us

By: 

Beth Keating  
**Akerman Senterfitt**  
106 East College Avenue, Suite 1200  
P.O. Box 1877 (32302)  
Tallahassee, Florida 32301  
(850) 521-8002  
Fax: (850) 222-0103  
beth.keating@akerman.com

**EXHIBIT 1**

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

- 17.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, copyright or other Intellectual Property Right, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 17.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 17. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 17, but shall be in addition to all other remedies available at law or in equity.

18. **Branding**

AT&T may, at its option, use the Network Elements, Combinations and Local Services provided in accordance with this Agreement to provide to its customers services branded as AT&T. Except as otherwise provided in this Agreement or specified in a separate writing by AT&T, AT&T shall provide the exclusive interface to AT&T Customers in connection with the marketing or offering of AT&T services. When a GTE technical representative goes to a customer premise on behalf of AT&T, in the event the representative has contact with the customer, the representative will indicate to the customer that he or she works for GTE but is at the customer premise on behalf of AT&T regarding AT&T service. If the customer is not at the premise at the time that the technical representative is at the premise, GTE agrees to deliver generic material or documents to the customer, and the representative will write AT&T's name on the document or material left for the customer. GTE personnel acting on behalf of AT&T will not discuss, provide, or leave information or material relative to GTE's services and products.

- 18.1 Operator Services and Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be branded exclusively as AT&T services, where technically feasible. GTE will perform the necessary software upgrades to allow for rebranding of its Operator Services and Directory Assistance in AT&T's name on a switch by switch basis, subject to capability and capacity limitations; until those upgrades have been completed, GTE will provide rebranded services through alternate means to the extent technically feasible. Where it is not technically feasible for GTE to provide Operator Services and Directory Assistance as rebranded services, then GTE will provide such services without any branding, if allowed by state laws and regulations. Live operators handling Operator Services and Directory Assistance calls from AT&T local service customers will identify themselves as AT&T operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis.

19. **Directory Listings and Directory Distribution**

GTE shall offer the following to AT&T:

- 19.1 **Directory Listings (White Pages)** - A basic listing for each AT&T Customer shall be included in the GTE white pages directory for such AT&T Customer's specific geographic area at no charge to AT&T or AT&T's Customers. Where an AT&T Customer has two numbers for a line due to the implementation of interim Local Number Portability, the second number shall be considered part of the White pages basic listing. Other listings that are made available to GTE Customers (e.g. additional listings, non-published status, foreign listings, etc.) will be made available to AT&T Customers on the same rates, terms and conditions as available to GTE Customers. AT&T Customer Government listings will be listed in the same manner as GTE Customer Government listings.
- 19.2 **Directory Listings (Yellow Pages)** GTE will provide AT&T Customers with the same yellow page services on the same terms and conditions as those provided to GTE Customers. GTE will provide each AT&T Customer within the geographical area covered by the yellow pages directory a basic listing in GTE "yellow pages" under the classified heading that most accurately reflects the primary nature of the AT&T Customer's business at no charge to AT&T or AT&T Customers for this listing. GTE will supply AT&T with a list of authorized classified headings and will notify AT&T of any changes to such headings. AT&T agrees to supply GTE, on a regularly scheduled basis and in the format mutually agreed between AT&T and GTE, with a classified heading assignment for each AT&T Customer who wishes to receive this listing. GTE shall provide AT&T with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.
- 19.3 **Listing Information** - AT&T agrees to supply GTE, on a regularly scheduled basis and in the format mutually agreed between AT&T and GTE, all listing information for AT&T Customers who wish to be listed in the white or yellow pages of the GTE published directory for that subscriber area. Listing information will consist of names, addresses (including city and ZIP code where provided in that directory) and telephone numbers. GTE shall employ the listing information for the production of GTE-published white and yellow page directories. Listing inclusion in a given directory will be in accordance with directory configuration, scope and schedules established by GTE which are applicable to all GTE entities. GTE shall obtain AT&T's prior written approval for the use of AT&T Customers' listings for any other purpose. GTE will not sell or license, nor allow any third party, the use of AT&T subscriber listing and GTE will not disclose non-listed name or address information for any purpose without the prior written consent of AT&T, which shall not be unreasonably withheld. GTE will charge AT&T a reasonable service bureau extraction fee for all third party translations and AT&T will be free to establish its own fees for direct billing the third parties.

- 19.4 **Directory Distribution** - Initial directories will be provided to AT&T Customers for each AT&T Customer's specific geographic region on the same basis as GTE Customers within the same directory area. More specifically, GTE will not charge AT&T or AT&T Customers for annual distribution of directories. GTE will provide secondary distributions of directories (e.g. a new customer, requests for additional copies) to AT&T Customers at the same price that GTE is charged for secondary distribution by GTE Directories. AT&T shall pay GTE Directories for such secondary distributions based on GTE's agreement that the secondary distribution costs will be excluded from GTE's cost studies and resulting avoided cost discounts and prices for unbundled elements. Timing of such delivery and the determination of which Telephone Directories shall be delivered (by customer address, NPA/NXX or other criteria), and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that GTE delivers Telephone Directories to GTE Customers. AT&T will supply GTE in a timely manner with all required subscriber mailing information, including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.
- 19.5 **Critical Customer Contact Information** - GTE will list in the information pages of its directories at no charge to AT&T, AT&T's critical customer contact information for business and residential customers regarding emergency services, billing, sales and service information, repair service and AT&T's logo. GTE shall list *Competitive Local Exchange Carrier* critical customer contact information on an alphabetical basis.
- 19.6 GTE shall also include, in the customer call guide page(s) of each Telephone Directory, up to four full pages of consolidated space for the inclusion of information about AT&T products and services, including addresses and telephone numbers for AT&T customer service. The form and content of such customer information shall be provided by AT&T to GTE and shall be subject to GTE review and approval, which approval shall not be unreasonably withheld. AT&T agrees to pay a price per page to be determined by GTE Directories, provided that such price shall be nondiscriminatory to GTE and AT&T.
- 19.7 GTE shall, at no charge to AT&T, make available recycling services for Telephone Directories to AT&T Customers under the same terms and conditions that GTE makes such services available to its own local service customers.
- 19.8 Notwithstanding anything to the contrary contained herein, GTE may terminate this Section 19 as to a specific GTE exchange in the event that GTE sells or otherwise transfers the exchange to an entity other than a GTE Affiliate. GTE shall provide AT&T with at least ninety (90) days' prior written notice of such termination, which shall be effective on the date specified in the

notice. Notwithstanding termination as to a specific exchange, this Section 19 shall remain in full force and effect in the remaining exchanges.

- 19.9 Notwithstanding the termination of this Section 19, the Parties' obligations with respect to any directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. For example, if a Party terminates this Section 19 effective as of June 30, 1997, the Parties' survival obligations shall apply as follows:

Exchange	Beginning of Publication Cycle	Expiration of Obligations
1	January 1, 1997	December 31, 1997
2	June 1, 1997	May 31, 1998
3	August 1, 1997	June 30, 1997

a publication cycle begins the day following the listing activity close date for the current year's publication.

- 19.10 Directory Listing criteria shall be specified by GTE. GTE shall provide any changes to its Directory Listing Criteria thirty (30) days in advance of such changes becoming effective. The Directory Listing criteria shall include:
- 19.10.1 Classified heading information;
  - 19.10.2 Rules for White Pages and Yellow Pages listings (e.g., eligibility for free Yellow Pages listing, space restrictions, unlisted and unpublished listings, abbreviated listings, foreign listings, and heading requirements);
  - 19.10.3 Identification of Enhanced White Pages and Enhanced Yellow Pages listings available;
  - 19.10.4 Publication schedules for White Pages and Yellow Pages;
  - 19.10.5 Identification of which Telephone Directories are provided to which customers by customer address, NPA/NXX or other criteria;
  - 19.10.6 Telephone Directory delivery schedules;
  - 19.10.7 Restrictions, if any, on number of Telephone Directories provided at no charge to customer;
  - 19.10.8 Processes and terms and conditions for obtaining foreign Telephone Directories from GTE; and
  - 19.10.9 Geographic coverage areas of each Telephone (by municipality and NPA/NXX).

20. **Directory Assistance Listing Information**

20.1 GTE shall include in its directory assistance database all directory assistance listing information, which consists of name and address ("DA Listing Information") for all AT&T Customers, including those with nonpublished and unlisted numbers, at no charge to AT&T.

GTE shall provide to AT&T, at AT&T's request, for purposes of AT&T providing AT&T-branded directory assistance services to its local customers, within thirty (30) days after the Effective Date, all published GTE DA Listing Information via magnetic tape delivered within twenty-four (24) hours of preparation, at a the rate specified in Attachment 14. When available as part of the electronic interface, GTE shall provide real-time access to the DA Listing Information. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer.

20.2 Neither Party will release, sell, or license DA Listing Information that includes the other Party's end user information to third parties without the other Party's approval. The other Party shall inform the releasing Party if it desires to have the releasing Party provide the other Party's DA Listing Information to the third party, in which case, the releasing Party shall provide the other Party's DA Listing Information at the same time as the releasing Party provides the releasing Party's DA Listing Information to the third party. The rate to be paid by the releasing Party to the other Party for such sales shall be negotiated on a case-by-case basis.

21. **Busy Line Verification and Busy Line Verification Interrupt**

Prior to the exchange of traffic under this Agreement, each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services on a bill-and-keep basis.

22. **Number Assignment**

22.1 GTE shall allocate Central Office Codes, i.e. NXXs, in a neutral manner at parity with itself in those LATAs where GTE is the number administrator. GTE shall not charge a fee for the allocation of NXXs to AT&T for any costs including, but not limited to, programming expenses incurred by GTE in their role as number administrator; provided, however, that when responsibility for number assignment is transferred to a neutral third party, GTE shall charge a

**"DA Listing Information"** has the meaning set forth in Section 20.1 of the Agreement.

**"Damages"** has the meaning set forth in Section 10.4 of the Agreement.

**"Dedicated Transport"** has the meaning set forth in Section 8.1 of Attachment 2 of the Agreement.

**"Directory Listings"** has the meaning set forth in Sections 19.1 and 19.2 of the Agreement.

**"Directory Assistance Service"** has the meaning set forth in Section 6.1 of Attachment 2 of the Agreement.

**"Discloser"** means that Party to this Agreement which has disclosed Confidential Information to the other Party.

**"Disputes"** mean all disputes, claims or disagreements arising under or related to this Agreement or the breach thereof.

**"Duct"** has the meaning set forth in Section 3.1.3 of Attachment 3 of the Agreement.

**"Effective Date"** has the meaning set forth in Section 2 of the Agreement.

**"EMR"** means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore which defines the industry standard for exchange message records.

**"Environmental Hazard"** means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.



## EXHIBIT 2

earthquakes, volcanic actions, wars, or civil disturbances. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable, including implementation of disaster recovery plans.

- 13.2 Notwithstanding subsection 1, preceding, no delay or other failure to perform shall be excused pursuant to this Section:
- (i) by the acts or omission of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, and
  - (ii) unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

14. **Certain State and Local Taxes**

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party, provided that the contesting Party shall pay the reasonable expenses of the collecting Party for any such cooperative activities.

15. **Alternative Dispute Resolution**

All Disputes arising under this Agreement or the breach hereof, except those arising pursuant to Attachment 6, Connectivity Billing, shall be resolved according to the procedures set forth in Attachment 1. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any customer of any Party contemplated by this

Agreement except in the case of default and termination of this Agreement pursuant to Section 3.4. The foregoing notwithstanding, neither this Section 15 nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders.

16. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service or certified mail, return receipt requested or by facsimile (followed by a hard copy delivered by U.S. Mail or another method specified herein) to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

R. Reed Harrison  
Vice President, AT&T  
Room 4ED103  
One Oak Way  
Berkeley Heights, New Jersey 07922  
Facsimile number: 908-771-2219

and

R. Steven Davis  
Vice President, AT&T  
Room 3252J1  
295 North Maple Ave.  
Basking Ridge, New Jersey 07920  
Facsimile number: 908-953-8360

If to GTE:

Beverly Y. Menard  
Regional Director - Regulatory & Industry Affairs  
201 N. Franklin, MC FLTC0616  
Tampa, FL 33602  
Facsimile number: 813-223-4888

and

Thomas R. Parker, Esq.  
Assistant Vice President and Associate General Counsel

**ATTACHMENT 1**

**ALTERNATIVE DISPUTE RESOLUTION**

**TABLE OF CONTENTS**

1. PURPOSE..... 1

2. EXCLUSIVE REMEDY ..... 1

3. INFORMAL RESOLUTION OF DISPUTES..... 2

4. INITIATION OF AN ARBITRATION ..... 3

5. GOVERNING RULES FOR ARBITRATION..... 3

6. APPOINTMENT AND REMOVAL OF ARBITRATOR ..... 3

7. DUTIES AND POWERS OF THE ARBITRATOR ..... 4

8. DISCOVERY ..... 5

9. PRIVILEGES ..... 5

10. LOCATION OF HEARING..... 5

11. DECISION ..... 5

12. FEES..... 6

13. CONFIDENTIALITY ..... 6

14. SERVICE OF PROCESS ..... 6

Appendix 1      Procedures for Resolution of Service-Affecting Disputes

## ALTERNATIVE DISPUTE RESOLUTION

### 1. Purpose

This Attachment 1 is intended to provide for the expeditious, economical, and equitable resolution of disputes between GTE and AT&T arising under this Agreement, and to do so in a manner that permits uninterrupted, high quality services to be furnished to each Party's customers.

### 2. Exclusive Remedy

2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between GTE and AT&T arising out of this Agreement or its breach. GTE and AT&T agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the FCC or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any GTE Tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 1, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 1 shall be binding upon the parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

2.1.3 Nothing in this Attachment 1 shall limit the right of either GTE or AT&T to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Attachment 1. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

3. **Informal Resolution of Disputes**

3.1 Prior to initiating an arbitration pursuant to the American Arbitration Association ("AAA") rules, as described below, the Parties to this Agreement shall submit any dispute between GTE and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and one representative from GTE at the Vice-President-or-above level (or at such lower level as each Party may designate). The dispute will be submitted by either Party giving written notice to the other Party, consistent with the notice requirements of this Agreement, that the Party intends to initiate the Informal Resolution of Disputes process. The notice shall define the dispute to be resolved. The Parties may use a mediator to help informally settle a dispute.

The initial representatives of each Party shall be as follows:

AT&T

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Telecopier: \_\_\_\_\_

GTE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Telecopier: \_\_\_\_\_

A representative shall be entitled to appoint a delegee to act in his or her place as a Party's representative on the Inter-Company Review Board for any specific dispute brought before the Board.

3.2 The Parties may enter into a settlement of any dispute at any time. The Settlement Agreement shall be in writing, and shall identify how the Arbitrator's or mediator's fee for the particular proceeding, if any, will be apportioned.

3.3 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrator appointed under Section 6 below of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 1.

- 3.4 By mutual agreement, the Parties may agree to submit a dispute to mediation prior to initiating arbitration.

4. **Initiation of an Arbitration**

If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within 30 days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, the Parties shall initiate an arbitration in accordance with the AAA rules. Any dispute over a matter which directly affects the ability of a Party to provide high quality services to its customers will be governed by the procedures described in Appendix 1 to this Attachment 1.

5. **Governing Rules for Arbitration**

The rules set forth below and the rules of Commercial Arbitrations of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrator**

- 6.1 Within forty-five (45) days following the Effective Date of this Agreement the Parties will appoint three arbitrators, each of whom will have experience in the field of telecommunications. Each such Arbitrator shall serve for the full term of this Agreement, unless removed pursuant to Section 6.3 of this Attachment. Each of the three Arbitrators will be appointed by mutual agreement of the Parties in writing within the aforementioned forty-five day period. Each Arbitrator so appointed shall receive an assignment designation number (1, 2 or 3), and the Arbitrators shall be assigned in that sequence as disputes arise that are subject to this Attachment. In the event that any of the three initial Arbitrators so appointed resigns or is removed pursuant to Section 6.3 of this Attachment, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator within thirty (30) days after the date of such resignation, removal or disability. All matters pending before the departing Arbitrator shall be reassigned as provided in Section 6.4 of this Attachment; provided however that such matters shall not be assigned to the replacement Arbitrator. New matters will be assigned the replacement Arbitrator in accordance with the procedure set forth herein(above).

- 6.2 For each dispute properly submitted for arbitration under this Attachment, the Parties shall assign a sole Arbitrator from among the three Arbitrators appointed under Section 6.1 in accordance with the assignment sequence described therein. Each such assignment shall be made within ten (10) days of the expiration under Section 4 of this Attachment of the Inter-Company Review Board review period. Insofar as common issues arise concerning more than one Interconnection, Resale and Unbundling Agreement signed between an AT&T Affiliate and a GTE Affiliate, the Parties agree that such common issues will be combined and submitted to the same Arbitrator for resolution.
- 6.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed at any time unilaterally by either Party as permitted in the rules of the AAA. Furthermore, upon (30) days' prior written notice to the Arbitrator and to the other Party, a Party may remove an Arbitrator with respect to future disputes which have not been submitted to arbitration in accordance with the requirements of Section 4 of this Attachment 1, as of the date of such notice.
- 6.4 In the event that an Arbitrator resigns or is removed pursuant to Section 6.3 of this Attachment, or becomes unable to discharge his or her duties, or is otherwise unavailable to perform the duties of Arbitrator, any matters then pending before that departing or disabled Arbitrator will be assigned to the incumbent Arbitrator with the next assignment designation number (in ascending order). Such assignment will be made effective by written notice of the Parties to be provided within ten days following the resignation, removal or unavailability that necessitates such reassignment.
- 6.5 In the event that the Parties do not appoint an Arbitrator or replacement Arbitrator within the time periods prescribed in Section 6.1 of this Attachment 1, either Party may apply to AAA for appointment of such Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide ten (10) days' prior written notice to the other Party to this Agreement.

7. **Duties and Powers of the Arbitrator**

- 7.1 The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that



the Arbitrator may not award punitive damages or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of this Agreement.

7.2 The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery**

GTE and AT&T shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either GTE or AT&T may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between GTE and AT&T, and such resolution with respect to the scope, manner, and timing of discovery shall be final and binding.

9. **Privileges**

Although conformity to certain legal rules of evidence may not be necessary in connection with arbitrations initiated pursuant to this Attachment, the Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrines.

10. **Location of Hearing**

Unless both Parties agree otherwise, any hearings shall take place in Dallas, Texas.

11. **Decision**

11.1 Except as provided below, the Arbitrator's decision and award shall be final and binding, and shall be in writing and shall set forth the Arbitrator's reasons therefor for decision unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

11.2 A decision of the Arbitrator shall not be final in the following situations:

- a) a Party appeals the decision to the Commission or FCC, and the matter is within the jurisdiction of the Commission or FCC, provided that the agency agrees to hear the matter;

- b) the dispute concerns the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party, and the decision appealed by a Party to a federal or state court with jurisdiction over the dispute.

11.3 Each Party agrees that any permitted appeal must be commenced within thirty (30) days after the Arbitrator's decision in the arbitration proceedings is issued. In the event of an appeal, a Party must comply with the results of the arbitration process during the appeal process.

12. **Fees**

Unless otherwise mutually agreed in writing, each Arbitrator's fees and expenses shall be shared equally between the Parties, provided, however, that in the arbitration of any particular dispute either Party may request that all fees and expenses directly related to that arbitration matter be imposed on the other Party, and the Arbitrator shall have the power to grant such relief, in whole or in part.

13. **Confidentiality**

13.1 GTE, AT&T, and the Arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

13.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

13.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 17 of this Agreement. However, nothing in Section 17 of this Agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

14. **Service of Process**

- 14.1 Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) after three (3) business days if sent by first class certified U.S. mail; (iii) the next business day if sent by overnight courier service; (iv) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery, first class U.S. mail, or overnight courier service.
- 14.2 Service by AT&T to GTE and by GTE to AT&T at the address designated for delivery of notices in this Agreement shall be deemed to be service to GTE or AT&T, respectively. The initial address for delivery of notices is specified in Subsection 3 above.

## Appendix I to Attachment 1

### ALTERNATIVE DISPUTE RESOLUTION

#### Procedure for Resolution of Service-Affecting Disputes

1. **Purpose.**

This Appendix 1 describes the procedures for an expedited resolution of disputes between GTE and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers and which cannot be resolved using the procedures for informal resolution of disputes contained in Attachment 1 to the Agreement.

Except as specifically provided in this Appendix 1 to Attachment 1, the provisions of Attachment 1 shall apply.

2. **Initiation of an Arbitration.**

a) If the Inter-Company Review Board is unable to resolve a service affecting dispute within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Appendix 1 to Attachment 1. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in Attachment 1 rather than the expedited procedures of this Appendix 1 to Attachment 1.

b) A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint with the Arbitrator and simultaneously serving a copy on the other Party ("Complaint").

c) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group or related services) to its customers.

A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.

3. **Response to Complaint.**

A response to the Complaint must be filed within five (5) business days after service of the Complaint.

4. **Reply to Complaint.**

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.

5. **Discovery.**

The Parties shall cooperate on discovery matters as provided in Section 8 of Attachment 1, but following expedited procedures.

6. **Hearing.**

- a) The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.
- b) The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

- c) The parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- d) Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

**7. Decision.**

- a) The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- b) The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

## EXHIBIT 3

**Attachment 14**

**AT&T/GTE Pricing Agreement**

**TABLE OF CONTENTS**

<b>1. LOCAL SERVICE RESALE .....</b>	<b>1</b>
<b>2. UNBUNDLED NETWORK ELEMENTS .....</b>	<b>2</b>
<b>3. COLLOCATION .....</b>	<b>2</b>
<b>4. INTERCONNECTION SERVICES .....</b>	<b>3</b>
<b>5. OTHER.....</b>	<b>3</b>
Appendix 1 - Local Service Resale	
Appendix 1 - Annex 1 - Schedule of Wholesale Discounts	
Appendix 1 - Annex 2 - Summary of Wholesale Charges	
Appendix 2 - Prices for Unbundled Network Elements Florida (Per Order)	
Appendix 3 - Prices for Collocation	
Appendix 3 - Annex 1 - Charges State of Florida	
Appendix 4 - Reciprocal Compensation	
Appendix 4 - Annex 1 - Prices for Reciprocal Compensation	
Appendix 5 - Prices for Local Number Portability	
Appendix 6 - Prices for Trunking Interconnection	
Appendix 7 - Prices for E911/911 Services	
Appendix 8 - Rights-of-Way, Conduits, Ducts and Pole Attachments	



**Attachment 14**

**AT&T/GTE Pricing Agreement**

1. **Local Service Resale**

The prices charged to AT&T for Local Service shall be calculated using the avoided cost discount applicable in the State determined on the basis of the retail rate charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by GTE, as further specified in Appendix 1 to this Attachment 14.

The prices shall be GTE's retail rates applicable on the Effective Date, less the applicable discount. If GTE reduces or increases its retail rates after AT&T executes this Agreement, the applicable discount shall be applied to the reduced or increased retail rates.

2. **Unbundled Network Elements**

The prices charged to AT&T for Network Elements shall be as further specified in Appendix 2 to this Attachment 14.

3. **Collocation**

Prices and terms for collocation are specified in Appendix 3 to this Attachment 14.

**4. Interconnection Services**

GTE will make interconnection arrangements available at all tandem switching and end office switching locations. At the discretion of AT&T, local interconnection may be accomplished via one-way local trunks, or two way local trunks, or AT&T may chose to deliver both local and toll traffic over the same trunk group(s). With respect to the latter scenario, AT&T will have to provide an available Percent Local Usage (PLU) to facilitate billing if it desires application of the local interconnection rate.

Prices and terms for Interconnection Services are specified in Appendix 4 to this Attachment 14.

**5. Other**

Prices and terms for local number portability, trunking interconnection, E911/911 and pole attachments, conduit and rights-of-way services are specified in Appendix 5, Appendix 6, Appendix 7 and Appendix 8 to this Attachment 14, respectively.

- 6.** Numerous provisions in this Agreement and its Attachments refer to prices or pricing principles set forth in Attachment 14. If a provision references prices in Attachment 14 and there are no corresponding prices already set forth in Attachment 14 for such item, such price shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to AT&T ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non-recurring charge ("NRC") for a specific Network Element, the Parties would use the NRC for the most analogous retail service for which there is an established price); provided, however, that if the Parties are unable to agree on what is the nearest analogous item for purposes of setting an interim price or if there is no such analogous item, they will submit the dispute to arbitration for purposes of establishing an interim price in accordance with the procedures set forth in Attachment 1. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by AT&T to GTE, or any overpayment refunded by GTE to AT&T, within forty-five (45) days after the establishment of the price by the Commission.

### **Appendix 1 - Local Service Resale**

Beginning with the Effective Date of this Agreement, Resale Services will be priced in accordance with the standards and prices described below.

1. The wholesale rates for Local Service Resale will be calculated based upon the discounts described in Annex 1. Such discounts will be applied against the Retail Rates for each GTE Retail Offering.
- 1.1 "Retail Rates" are the effective rates a GTE retail customer would have paid GTE under the Retail Offering selected by AT&T, taking into consideration all applicable discounts, including, but not limited to, volume, term and time of day.
- 1.2 A "Retail Offering" is an individual contract or retail service rate element, or package of rate elements, which GTE offers to its retail customers, including, but not limited, to Grandfathered Services.
2. Nonrecurring "change" or "record" charges, rather than service establishment charges, shall apply for the conversion of existing Customers of GTE services, received either directly from GTE or through another reseller, to AT&T local service.

## Appendix 1 - Annex 1 - Schedule of Wholesale Discounts

### Florida

Basic Local Service (Residence & Business)	13.04%
Line Charge	13.04%
Usage Charge	13.04%
Features	13.04%
Listing Charges	13.04%
Non-recurring Charges	13.04%
Toll Service	13.04%
Operator Services	13.04%
Directory Assistance	13.04%
Business Trunk and Service Arrangements	13.04%
ISDN Services	13.04%
CENTRANET Services	13.04%
Private Line Services	13.04%
Inbound/Outbound Services	13.04%
Promotional Offerings (90 days or more)	13.04%
Promotional Offerings (less than 90 days)	Not subject to wholesale discount
Services for disabled persons (including free directory assistance)	13.04%
In Contact Services	13.04%
Public and Semi-Public Payphone Services	13.04%
Contract Services	13.04%
Grandfathered Services	13.04%
All other retail Telecommunications Services not excluded from resale by order of the Commission	13.04%

## **Appendix 1 - Annex 2 - Summary of Wholesale Charges**

This Annex refers to contract or retail service charges.

### Local Services-Residence and Business.

Line Charges: These services should include but not be limited to the exchange line charges, by rate area within the jurisdiction. The price structure should encompass flat rates, measured rate service, one and/or two-party lines and any other subcategory that pertains to that jurisdiction. Line prices that reflect usage for such services as call-packs, extended area service, community calling would be included in this category.

Usage Charges: Includes all usage not captured in the line charge, such as messages or minutes in excess of any limited calling-plan.

Features: Custom calling features and advanced custom calling features as designed to be compatible with single and multi-line residence and business customer exchange lines. Custom calling features would include month and pay per attempt charges. Associated feature discounts for quantity or other marketing bundles would also be included. (Central office features that support CENTRANET and private line services would be included with each specific service category.).

Listings: All forms of directory listings for both local and toll services. Prices for customer listing options such as bold type, dual name, business name and custom advertising for the white and yellow pages are included.

Non-recurring charges: Charges associated with the installation, addition, changing or moving of service and equipment for local service.

Toll Services: Charges for any service that has been ordered by the Commission to be open to intraLATA presubscription whether charged on a per minute of use or other basis. This includes the non-recurring and listing charges associated with installation or record affecting work for toll service or toll usage plans and for listings, advertising and associated services in the 800 service directory.

Operator Services: Charges associated with, but not limited to, obtaining operator assistance for call placement, busy-line verification and interruption, time and weather and, if priced as such, DA call completion.

Directory Assistance Services: Charges associated with the use of directory assistance operators in obtaining local telephone numbers.

Business Trunks and Service Arrangements: Charges associated with PBX trunk arrangements for single and multi-line customers. Included are line and usage charges, features and service arrangements for direct inward (and/or outward) dialing.

ISDN Services: Charges associated with Integrated Services Digital Network Service for residence and business customers for the transmission of voice, data and packet switched signals.

CENTRANET Services: Charges associated with the provision and use of central office based private branch exchange services using equipment located on the premises owned or leased or controlled by GTE and connected by local loops to the premises of the customer or an authorized user.

Private Line Services: Charges associated with the provision and use of dedicated facilities between two or more customer locations.

Inbound/Outbound Services: Charges associated with the provision and use of WATS 800 (inbound) and Wide Area Telephone service (outbound) and other like services.

End User Access Services: Charges associated with the provision and use of common and dedicated facilities to provide access service to end user customers.

## **Appendix 2 - Prices for Unbundled Network Elements**

Beginning with the Effective Date of this Agreement, Network Elements and Combinations will be priced in accordance with the standards and prices described in this Appendix 2.

Other than the prices identified as interim, the prices listed in this Appendix 2 will remain in effect for three (3) years (Initial Contract Period) unless amended pursuant to pricing orders applicable to Network Elements and Combinations provided by GTE to AT&T in the State. The prices identified as interim are subject to further order of the Commission pending submission of cost studies by GTE. At the end of the Initial Contract Period, the agreement will automatically renew for an additional one year term, unless one party gives 90 days written notice of a wish to terminate. Upon the giving of such written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to terminate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix 2 will continue to remain in effect.

Nonrecurring charges for Dedicated Transport, Database and Signaling Systems, and Channelization System to be provided following review of GTE cost data.

**Appendix 2 - Annex 1**

**FLORIDA**

**Summary of PSC Modified Monthly Recurring Costs  
For GTE Florida, Inc.**

	Rates
<u>Unbundled Loops</u>	
2-Wire Analog Loop	\$20.00
4-Wire Analog Loop	\$25.00
Loop Distribution	\$7.50 -interim
Loop Feeder	\$3.00 -interim
<u>NID</u>	
Basic NID	\$1.45
12x NID	\$2.10
<u>Cross Connects</u>	
DS-0	\$1.60
DS-1	\$4.00
DS-3	\$31.00
<u>Local Switching</u>	
Per Originating MOU	\$.004
Per Terminating MOU	\$.00375
Port Charges per Month:	
2-wire Analog Port	\$4.75
4-wire Analog Port	Cost study due
DS-1 Port	\$72.25
<u>Tandem Switching</u>	
Per MOU	\$.0009512
<u>Common Transport</u>	
Transport Termination	\$.0001
Transport Facility / per mile	\$.0000017
<u>Dedicated Transport</u>	
Entrance Facility:	



2-wire voice	\$29.00
4-wire voice	\$35.00
DS-1 system - first	\$135.00
DS-1 system - add'l	\$125.00
DS-3 protected	\$960.00
Voice facility	\$2.60
DS-1 facility per mile	\$0.50
DS-1 per termination	\$30.00
DS-3 facility per mile	\$13.00
DS-3 per termination	\$285.00

Channelization System

DS3 to DS1 multiplexing	\$305.00
DS1 to DS0 multiplexing	\$205.00

Database and Signaling Systems

Signaling Links and STP	
56 Kbps Links	\$80.00
DS-1 Link	\$125.00
Signal Transfer Point (STP)	
Port Termination	\$350.00

Call Related Databases

Line Information Database	
ABS	\$ .04
Toll Free Calling Databases	
DB800 Queries	\$ .011

Operations Support Systems           Cost study due

Operator Services

Operator Systems	Cost study due
Directory Assistance	Cost study due
911 Service	Cost study due

Summary of PSC Modified Non-Recurring Costs  
 For GTE Florida, Inc.

Non-Recurring  
 Charge

Unbundled Element

Loop or Port Service Ordering

Initial Service Order	\$47.25
Transfer of Service	\$16.00
Subsequent Service Order	\$24.00
Customer Service Record	\$ 5.25

Research

Installation:

Unbundled loop, per loop	\$10.50
Unbundled port, per port	\$10.50
Loop Facility Charge	\$62.50

### Appendix 3 - Prices for Collocation

3. **Charges.**

Beginning with the Effective Date of this Agreement, Collocation will be priced in accordance with the standards and prices described in Annex 1 of this Appendix 3.

4. **Payment.**

AT&T will pay the charges for Collocation upon receipt of an itemized invoice from GTE. GTE will provide AT&T with an itemized invoice of all charges on a per LSO basis.

**Appendix 3 - Annex 1**

**FLORIDA**

**Summary of Commission-Approved Charges for Collocation  
For GTEFL**

<u>Collocation Element</u>	<u>Recurring Rate</u>
DS-0	\$1.60/per month
DS-1	\$4.00/per month
DS-3	\$31.00/per month
Partitioned space/square foot	\$1.85/per month
DC power	\$405.00/per month
Cable space	\$14.00/per month

<u>Collocation Element</u>	<u>Non-Recurring Rate</u>
Physical Engineering Fee	\$6,946.00/per request
Building Modification Costs:	
Simple	\$13,484.00/per office
Moderate	\$18,448.00/per office
Complex	\$23,514.00/per office
DC power	\$2,900.00/per 40 amps
Cable Pull	\$1,213.00/per 12 fibers
Cage Enclosure	\$4,559.00/per cage

#### Appendix 4 - Reciprocal Compensation

5. **Scope.**  
This Appendix prescribes the methods and means for reciprocal compensation of interconnect traffic between GTE's and AT&T's networks as well as transiting traffic between AT&T and third party LECs or ILECs.
6. **Interconnecting Local Traffic.**  
On each three (3) month anniversary of the Interconnection Activation Date in a Market Area, the Parties will review the minutes of usage for interconnect traffic for the prior quarter. If the minutes of usage imbalance for interconnect traffic for that period is less than ten (10%) percent, neither Party shall charge the other for services provided under this Appendix. If an imbalance is greater than ten (10%) percent, then the appropriate party may bill the other using the rates discussed in this Appendix. In the event of a disagreement regarding reciprocal compensation billing, either Party may invoke the dispute resolution procedures of Attachment 1.
7. **Transiting Traffic.**  
AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as described in Annex 1 to this Appendix 4.
8. **BLV/BLVI Traffic.**  
Each party shall charge the other for BLV/BLVI Services on a reciprocal basis as provided in Section of this Agreement.

#### **Appendix 4 - Annex 1 - Prices for Reciprocal Compensation**

These prices will remain in effect for the first three (3) Contract Years of this Agreement ("Initial Contract Period"), unless amended pursuant to pricing orders applicable to the services provided to each other by AT&T and GTE listed in this Appendix 4. Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory Commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Annex will continue to remain in effect.

Dedicated transport - See Appendix 2 - Annex 1 to this Attachment 14

Common transport - See Appendix 2 - Annex 1 to this Attachment 14

End Office Switching - \$0.0025 per minute

Tandem Switching - \$.00125 per minute

Transiting Service Charge - TBD

### **Appendix 5 - Prices for Local Number Portability**

There will be no charge for number portability provided by one Party for the other. Pending further study and order by the Commission, each party will pay its own costs in the provision of interim number portability solutions. Recovery of the costs of implementing interim number portability will be made in a competitively neutral manner.

## **Appendix 6 - Prices for Trunking Interconnection**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission. A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures of Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

### Dedicated Transport Rates

#### AT&T Dedicated Transport

See Appendix 2 - Annex 1 to this Attachment 14

#### GTE Dedicated Transport -

See Appendix 2 - Annex 1 to this Attachment 14

Nonrecurring charges to be provided following review of GTE cost data.



### **Appendix 7 - Prices for E911/911 Services**

The prices listed in this Appendix are not subject to change for the first three (3) Contract Years of this Agreement ("Initial Contract Period"). Upon expiration of the Initial Contract Period, upon written notice by a Party, the Parties agree to *renegotiate any or all of the prices, subject to the then applicable pricing standards established by the FCC and/or the state regulatory commission.* A Party may deliver only one request to renegotiate during a Contract Year. If the Parties are unable to agree upon revised prices within sixty (60) days of the request to renegotiate, a Party may invoke the Dispute resolution procedures in Attachment 1. Until such time as the revised prices are agreed to, or established by the decision of the Arbitrator in the dispute resolution procedure, the prices described in this Appendix will continue to remain in effect.

[To be provided following review of GTE cost data]

### **Appendix 8 - Rights-of-Way, Conduits, Ducts, and Pole Attachments**

**Prices.** The prices charged to AT&T for supplying facilities will be based on a pro rata share of the TSLRIC. AT&T will pay for work needed to condition capacity for AT&T's use and administrative fees and rental fees associated with AT&T's occupancy of GTE's facilities.

If GTE advises AT&T that a route is available and subsequently it is determined that a portion of the route is not available, then AT&T will not be required to pay for any work performed by GTE with respect to such route and any prepaid amounts will be refunded to AT&T.

GTE and AT&T shall agree on a verifiable mechanism or process to ensure that AT&T is properly charged for such work and that, where necessary, costs are allocated and prorated in a nondiscriminatory and competitively neutral manner in accordance with methodology approved by the FCC or the Commission. When AT&T places a request with GTE for work to be performed for AT&T in connection with Rights of Way, Conduit and Pole Attachments, GTE shall submit to AT&T a detailed estimate for such work as soon as practicable after the receipt of the request. GTE shall not commence work on the request until it receives prior authorization from AT&T. All invoices submitted by GTE shall include a detailed itemization of all work covered thereunder.

EXHIBIT 4

DOCUMENT NUMBER-DATE

01393 FEB 22 8

REGISTRY OF DEEDS

APPENDIX A<sup>1 2</sup>  
V1.7

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

A. Reciprocal Compensation Traffic Termination

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

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

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

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume<sup>4</sup> (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

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

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

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

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

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

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

<sup>4</sup> A CCS busy hour equivalent of 200,000 combined minutes of use.

II. **Services Available for Resale**

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

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

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

### III. Prices for Unbundled Network Elements<sup>5</sup>

#### Monthly Recurring Charges

##### Local Loop (Includes NID)

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

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

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

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

Statewide Average (assumes average of 5 floors)	\$ 1.78▲
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##### Sub-Loop

2-Wire Feeder	
Zone 1	\$ 5.42▲
Zone 2	\$ 7.31▲
Zone 3	\$ 12.45▲
2-Wire Distribution (includes NID)	
Zone 1	\$ 8.73▲
Zone 2	\$ 11.77▲
Zone 3	\$ 20.03▲
4-Wire Feeder	
Zone 1	\$ 16.14▲
Zone 2	\$ 21.77▲
Zone 3	\$ 37.06▲

<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise, in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

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

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

**Network Interface Device (leased separately)**

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

**Switching**

Port		
Basic Analog Line Side Port (Basic Port)	\$	2.40▲
Coin Line Side Port (Coin Port)	\$	4.82▲
ISDN BRI Digital Line Side Port (ISDN BRI Port)	\$	8.85▲
DS-1 Digital Trunk Side Port (DS1 Port)	\$	45.47▲
ISDN PRI Digital Trunk Side Port (ISDN PRI Port)	\$	170.37▲
Usage Charges (must purchase Port)		
Local Central Office Switching (Overall Average MOU) (Per MOU)	\$	0.0022574▲
Common Shared Transport		
Transport Facility (Per MOU times ALM)	\$	0.0000004▲
Transport Termination (Per MOU times Term)	\$	0.0000811▲
Tandem Switching (Average MOU) (Per MOU)	\$	0.0015864▲
Terminating to Originating Ratio		1.00

**Dedicated Transport Facilities**

CLEC Dedicated Transport		
CDT 2 Wire	\$	25.74▲
CDT 4 Wire	\$	49.14▲
CDT DS1	\$	185.27▲
CDT DS3	\$	972.23▲
Interoffice Dedicated Transport		
IDT DS0/VG Transport Facility per ALM	\$	0.02▲
IDT DS0/VG Transport per Termination	\$	11.00▲

IDT DS1 Transport Facility per ALM	\$	0.19 ▲
IDT DS1 Transport per Termination	\$	21.35 ▲
IDT DS3 Transport Facility per ALM	\$	0.94 ▲
IDT DS3 Transport per Termination	\$	50.50 ▲

Multiplexing		
DS1 to Voice Grade Multiplexing	\$	139.91 ▲
DS3 to DS1 Multiplexing	\$	385.33 ▲
DS1 Clear Channel Capability	\$	16.00

#### Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop (per fiber strand)	\$	48.74 ▲
Dark Fiber Sub-Loop – Feeder (per fiber strand)	\$	41.67 ▲
Dark Fiber Sub-Loop – Distribution (per fiber strand)	\$	8.75 ▲
Unbundled Dark Fiber Dedicated Transport (per fiber strand)		
Dark Fiber IDT – Facility per ALM	\$	32.69 ▲
Dark Fiber IDT – per Termination	\$	1.69 ▲
Intermediate Office Cross Connect	\$	22.11

#### Signaling System 7 (SS7)

SS7 STP Access Service (without Company Switching)		
DSAL - 56 KB	\$	50.56 ▲
DSAL – DS1 Facility per ALM	\$	98.50 ▲
DSAT – 56 KB Facility per ALM]	\$	2.47 ▲
DSAT – DS1 Facility per ALM	\$	12.01 ▲
STP Port Termination	\$	392.94 ▲

SS7 Transport (Fixed Transport without Company Switching)		
Transport -Local STP to Regional STP	\$	938.16 ▲
Transport - Regional STP to Regional STP	\$	1,188.59 ▲

Query-Based Transportation (only when Verizon Switching used)		
DB800 Query Setup - End Office to Local STP	\$0.0002319 ▲	
CNAM/LIDB Query Setup - End Office to Local STP	\$0.0002047 ▲	
DB800 Query Transport –		
Local STP to Regional STP	\$0.0004645 ▲	
CNAM/LIDB Query Transport –		
Local STP to Regional STP	\$0.0002874 ▲	

SS7 Database Queries (when CLEC or Verizon Switching used)		
Database 800 Query (Carrier Selection Service)	\$0.0002918 ▲	
LIBD Query	\$0.0002595 ▲	
Calling Name (CNAM) Query	\$0.0020735 ▲	



## **UNE-P Pricing<sup>6</sup>**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement), less \$1.39 to account for the cost saving from using IDLC technology. (Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:  
UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:  
UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:  
UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:  
UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

## **EEL Pricing<sup>6</sup>**

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

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<sup>6</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

### **Line Splitting<sup>7</sup>**

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

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<sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

**FLORIDA UNBUNDLED VERTICAL FEATURES**

<b>VERTICAL FEATURES ▲</b>		<b>(Subject to Availability)</b>
<b>Switch Features ▲</b>		
Three Way Calling	\$/Feature/Month	\$ 0.98
Call Forwarding Variable	\$/Feature/Month	\$ 0.18
Cust. Changeable Speed Call 1-Digit	\$/Feature/Month	\$ 0.14
Cust. Changeable Speed Call 2-Digit	\$/Feature/Month	\$ 0.25
Call Waiting	\$/Feature/Month	\$ 0.07
Cancel Call Waiting	\$/Feature/Month	\$ 0.05
Automatic Callback	\$/Feature/Month	\$ 0.20
Automatic Recall	\$/Feature/Month	\$ 0.11
Calling Number Delivery	\$/Feature/Month	\$ 0.34
Calling Number Delivery Blocking	\$/Feature/Month	\$ 0.18
Distinctive Ringing/Call Waiting	\$/Feature/Month	\$ 0.27
Customer Originate Trace	\$/Feature/Month	\$ 0.10
Selective Call Rejection	\$/Feature/Month	\$ 0.30
Selective Call Forwarding	\$/Feature/Month	\$ 0.26
Selective Call Acceptance	\$/Feature/Month	\$ 0.32
Call Forwarding Variable CTX	\$/Feature/Month	\$ 0.13
Call Forwarding Incoming Only	\$/Feature/Month	\$ 0.12
Call Forwarding Within Group Only	\$/Feature/Month	\$ 0.08
Call Forwarding Busy Line	\$/Feature/Month	\$ 0.11
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$ 0.11
Remote Call Forwarding	\$/Feature/Month	\$ 1.80
Call Waiting Originating	\$/Feature/Month	\$ 0.10
Call Waiting Terminating	\$/Feature/Month	\$ 0.03
Cancel Call Waiting CTX	\$/Feature/Month	\$ 0.01
Three Way Calling CTX	\$/Feature/Month	\$ 0.16
Call Transfer Individual All Calls	\$/Feature/Month	\$ 0.13
Add-On-Consult Hold Incoming Only	\$/Feature/Month	\$ 0.11
Speed Calling Individual 1-Digit	\$/Feature/Month	\$ 0.05
Speed Calling Individual 2-Digit	\$/Feature/Month	\$ 0.10
Direct Connect	\$/Feature/Month	\$ 0.04
Distinct Alerting/Call Waiting Indic.	\$/Feature/Month	\$ 0.05
Call Hold	\$/Feature/Month	\$ 0.15
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$ 0.78
Fully Restricted (Orig/Term)	\$/Feature/Month	\$ 0.78
Toll Restricted Service	\$/Feature/Month	\$ 0.11
Call Pick-up	\$/Feature/Month	\$ 0.04
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$ 0.03
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$ 0.05
Special Intercept Announce per (C/G)	\$/Feature/Month	\$ 5.39
Conference Call 6-Way Station Contr	\$/Feature/Month	\$ 1.38
Stn Msg Dtl recording to Rao (per G)	\$/Feature/Month	\$ 1.29
Stn Msg Dtl recording to Perm (per G)	\$/Feature/Month	\$ 2.40
Fixed Night Service – Key (per C/G)	\$/Feature/Month	\$ 1.87
Attd Camp-On (Non-DI Console)	\$/Feature/Month	\$ 0.25
Attd Busy Line Verification (per C/G)	\$/Feature/Month	\$ 10.09
Control of Facilities (per C/G)	\$/Feature/Month	\$ 0.03
Fixed Night Service – Call Fwd (per C/G)	\$/Feature/Month	\$ 1.34
Attd Conference (per C/G)	\$/Feature/Month	\$ 30.63

<b>VERTICAL FEATURES ▲</b>		(Subject to Availability)
Circular Hunting	\$/Feature/Month	\$ 0.06
Preferential Multiline Hunting	\$/Feature/Month	\$ 0.02
Uniform call Distribution (per G)	\$/Feature/Month	\$ 0.69
Stop Hunt Key	\$/Feature/Month	\$ 2.84
Make Busy Key	\$/Feature/Month	\$ 2.84
Queuing	\$/Feature/Month	\$ 9.90
Automatic Route Selection	\$/Feature/Month	\$ 1.99
Facility Restriction Level	\$/Feature/Month	\$ 0.12
Expensive Route Warning Tone	\$/Feature/Month	\$ 0.02
Time-Of-Day Route Control (per C/G)	\$/Feature/Month	\$ 4.45
Foreign Exchange Facilities (per T/G)	\$/Feature/Month	\$ 2.80
Anonymous Call Rejection	\$/Feature/Month	\$ 2.57
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$ 0.23
Basic Business Group CTX	\$/Feature/Month	\$ 0.12
Basic Business Group Direct Out Dialing	\$/Feature/Month	\$ 0.01
Basic Business Group Auto ID Out Dialing	\$/Feature/Month	\$ 0.00
Basic Business Group Direct In Dialing	\$/Feature/Month	\$ 0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$ 2.49
Dial Call Waiting	\$/Feature/Month	\$ 0.06
Loudspeaker Paging (per T/G)	\$/Feature/Month	\$ 2.76
Recorded Phone Dictation (per T/G)	\$/Feature/Month	\$ 2.92
On-Hook Queuing-Outgoing Trks	\$/Feature/Month	\$ 0.17
Off-Hook Queuing-Outgoing Trks	\$/Feature/Month	\$ 0.02
Teen Service	\$/Feature/Month	\$ 0.06
BG – Automatic Call Back	\$/Feature/Month	\$ 0.07
Voice/Data Protection	\$/Feature/Month	\$ 0.00
Authorization Codes for Afr	\$/Feature/Month	\$ 0.04
Account Codes for Afr	\$/Feature/Month	\$ 0.13
Code Restriction 7 Diversion	\$/Feature/Month	\$ 0.12
Code Calling (per T/G)	\$/Feature/Month	\$ 4.10
Meet-Me Conference	\$/Feature/Month	\$ 2.23
Call Park	\$/Feature/Month	\$ 0.06
Executive Busy Override	\$/Feature/Month	\$ 0.04
Last Number Redial	\$/Feature/Month	\$ 0.08
Direct Inward System Access (per G)	\$/Feature/Month	\$ 0.06
Auth Code Immediate Dialing	\$/Feature/Month	\$ 0.00
BG – Speed Calling Shared	\$/Feature/Month	\$ 0.00
Attend Recall From Satellite	\$/Feature/Month	\$ 0.77
BG – Speed Calling 2-Shared	\$/Feature/Month	\$ 0.01
Business Set – Call Pick-up	\$/Feature/Month	\$ 0.06
Authorization Code For Mdr	\$/Feature/Month	\$ 0.00
Locked Loop Operation	\$/Feature/Month	\$ 0.00
Attend Position Busy	\$/Feature/Month	\$ 2.10
Two-Way Splitting (per A/G)	\$/Feature/Month	\$ 3.03
Call Forwarding - All (Fixed)	\$/Feature/Month	\$ 0.20
Business Group Call Waiting	\$/Feature/Month	\$ 0.00
Music On Hold (per C/G)	\$/Feature/Month	\$ 0.70
Automatic Alternate Routing	\$/Feature/Month	\$ 0.18
Dual-Tone Multifrequency Dialing	\$/Feature/Month	\$ 0.00
BG - Dual-Tone Multifrequency Dialing	\$/Feature/Month	\$ 0.00
Business Set Access to Paging	\$/Feature/Month	\$ 1.38

<b>VERTICAL FEATURES▲</b>		(Subject to Availability)
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$ 0.18
Selective Call Waiting (Class)	\$/Feature/Month	\$ 0.26
Direct Inward Dialing	\$/Feature/Month	\$ 4.68
Customer Dialed Account Recording	\$/Feature/Month	\$ 0.44
Deluxe Automatic Route Selection	\$/Feature/Month	\$ 24.33
MDC Attd Console (per A/G)	\$/Feature/Month	\$ 5.73
Warm Line	\$/Feature/Month	\$ 0.02
Calling Name Delivery	\$/Feature/Month	\$ 0.04
Call Forwarding Enhance (Multipath)	\$/Feature/Month	\$ 0.00
Caller ID Name and Number	\$/Feature/Month	\$ 0.17
Call Waiting ID	\$/Feature/Month	\$ 0.03
Att'd ID of Incoming Calls	\$/Feature/Month	\$ 0.91
Privacy Release	\$/Feature/Month	\$ 0.36
Display Calling Number	\$/Feature/Month	\$ 0.18
Six-Port Conference	\$/Feature/Month	\$ 19.70
Business Set Call Back Queuing	\$/Feature/Month	\$ 0.01
ISDN Code Calling-Answer	\$/Feature/Month	\$ 0.15
Att'd Call Park	\$/Feature/Month	\$ 0.36
Att'd Autodial	\$/Feature/Month	\$ 0.14
Att'd Speed Calling	\$/Feature/Month	\$ 0.51
Att'd Console Test	\$/Feature/Month	\$ 0.10
Att'd Delayed Operation	\$/Feature/Month	\$ 0.00
Att'd Lockout	\$/Feature/Month	\$ 0.00
Att'd Multiple Listed Directory Number	\$/Feature/Month	\$ 0.00
Att'd Secrecy	\$/Feature/Month	\$ 0.73
Att'd Wildcard Key	\$/Feature/Month	\$ 0.30
Att'd Flexible Consoling Alerting	\$/Feature/Month	\$ 0.00
Att'd VFG Trk Busy Att'd Console	\$/Feature/Month	\$ 0.15
Att'd Console Act/Deact of CFU/CFI	\$/Feature/Month	\$ 0.23
Att'd Dispi of Queued call ICI Key	\$/Feature/Month	\$ 0.02
Att'd Interposition Transfer	\$/Feature/Month	\$ 0.20
Att'd Automatic Recall	\$/Feature/Month	\$ 0.62
Att'd Serial Call	\$/Feature/Month	\$ 0.36
Proprietary Set Interface	\$/Feature/Month	\$ 0.31
Tie Facility Access (per ckt)	\$/Feature/Month	\$ 2.59
WATS Access (per G)	\$/Feature/Month	\$ 3.83
800 Service Access	\$/Feature/Month	\$ 3.63
Call Waiting Deluxe	\$/Feature/Month	\$ 0.17
Call Waiting Incoming Only	\$/Feature/Month	\$ 0.03
Call Transfer Outside	\$/Feature/Month	\$ 0.15
Camp on with Music	\$/Feature/Month	\$ 0.00
Station Billing on Att'd Handled Call	\$/Feature/Month	\$ 1.46
Multiple Console Operations	\$/Feature/Month	\$ 0.76
Business Set Intercom	\$/Feature/Month	\$ 0.07
Display Called Number	\$/Feature/Month	\$ 0.07
Business Set Mult Appear Dir No Calls	\$/Feature/Month	\$ 0.05
Bus Set Make Set Busy	\$/Feature/Month	\$ 0.00
Direct Station Set/Busy Lamp Field	\$/Feature/Month	\$ 0.19
MBS Auto Inspect Mode	\$/Feature/Month	\$ 0.00
Electronic Business Set as Message Center	\$/Feature/Month	\$ 0.05
Call Park Recall Identification	\$/Feature/Month	\$ 0.04

<b>VERTICAL FEATURES ▲</b>		(Subject to Availability)
MADN Cut Bridging	\$/Feature/Month	\$ 2.86
Business Set Dial Call Waiting	\$/Feature/Month	\$ 0.13
Business Set Call Waiting Orig	\$/Feature/Month	\$ 0.04
Non-Data Link Console Call Extension	\$/Feature/Month	\$ 0.00
MADN Cut Off on Disconnect	\$/Feature/Month	\$ 0.00
Bus Set Call Fwd Universal/Key Basis	\$/Feature/Month	\$ 0.00
Business Set Malicious Call Hold	\$/Feature/Month	\$ 0.05
Basic Automatic Call Distribution	\$/Feature/Month	\$ 72.84
Basic ACD on 2500 Sets	\$/Feature/Month	\$ 0.05
ACD Directory Numbers	\$/Feature/Month	\$ 0.00
ACD Agent Status Lamp	\$/Feature/Month	\$ 4.62
Call Forcing	\$/Feature/Month	\$ 3.94
Emergency Answer Backup	\$/Feature/Month	\$ 1.59
Call Supervisor	\$/Feature/Month	\$ 0.11
Display Queue Status	\$/Feature/Month	\$ 0.13
Night Treatment	\$/Feature/Month	\$ 0.47
Observe Agent Extended	\$/Feature/Month	\$ 2.59
ACD Queuing Status Lamp	\$/Feature/Month	\$ 1.89
Music on Delay	\$/Feature/Month	\$ 2.00
Call Agent	\$/Feature/Month	\$ 0.00
ACD Second/Third Announcements	\$/Feature/Month	\$ 5.69
ACD Overflow of Enqueued Calls	\$/Feature/Month	\$ 0.53
Multistage – Queue Status Display	\$/Feature/Month	\$ 5.30
ACD Walkaway/closed Key Operation	\$/Feature/Month	\$ 0.89
Transfer to In-Calls Key	\$/Feature/Month	\$ 0.00
Display Agent Key	\$/Feature/Month	\$ 1.64
Through Dialing	\$/Feature/Month	\$ 0.38
Business Set 3-Way Calling/Call	\$/Feature/Month	\$ 2.32
Business Set Auto Answer Back	\$/Feature/Month	\$ 0.00
Business Set Automatic Dial	\$/Feature/Month	\$ 0.21
Business Set Automatic Line	\$/Feature/Month	\$ 0.05
Business Set Busy Override	\$/Feature/Month	\$ 0.43
Query Time Key	\$/Feature/Month	\$ 0.08
MADN Ring Forward	\$/Feature/Month	\$ 0.68
Individual Page from Group Intercom	\$/Feature/Month	\$ 7.78
Preset Conference	\$/Feature/Month	\$ 0.01
Business Set Network Class of Service	\$/Feature/Month	\$ 0.00
Business Set Feature Code Access	\$/Feature/Month	\$ 0.00
Console Release	\$/Feature/Month	\$ 0.05
Message Waiting	\$/Feature/Month	\$ 0.02
Code Rest/Code Blue	\$/Feature/Month	\$ 0.04
Flexible Display Language	\$/Feature/Month	\$ 0.00
IBN Att'd Console Oper Measure (console)	\$/Feature/Month	\$ 48.21
Peg Counts on LDN's on Att'd Consoles	\$/Feature/Month	\$ 0.00
Immediate Notification on Prior Enqueued Calls	\$/Feature/Month	\$ 0.00
Att'd Console DTMF End to End Signaling	\$/Feature/Month	\$ 0.04
Trunk Busy Verify Tone	\$/Feature/Month	\$ 0.00
Uniform Call Distribution from Queue	\$/Feature/Month	\$ 0.00
Meet Me Page	\$/Feature/Month	\$ 9.74
Business Set Listen on Hold	\$/Feature/Month	\$ 0.00
Business Set Hold Calls	\$/Feature/Month	\$ 0.00

<b>VERTICAL FEATURES ▲</b>		(Subject to Availability)
Business Set Private Business Line	\$/Feature/Month	\$ 0.00
Business Set On-Hook Dialing	\$/Feature/Month	\$ 0.00
Business Set Ring Again	\$/Feature/Month	\$ 1.26
Secondary MADN Call Forward	\$/Feature/Month	\$ 0.00
Business Set Orig/Term Line Select	\$/Feature/Month	\$ 0.00
Make Set Busy Except GIC	\$/Feature/Month	\$ 0.00
Ring Again From Idle Business Set	\$/Feature/Month	\$ 0.41
Calling Name Display MADN Sec Members	\$/Feature/Month	\$ 1.97
EBS Music on Hold	\$/Feature/Month	\$ 0.15
Station Camp-On for MBS	\$/Feature/Month	\$ 2.17
Business Set Station Activated Call Forward	\$/Feature/Month	\$ 0.12
Feature Function Button	\$/Feature/Month	\$ 0.00
Emergency Alert Enhanced	\$/Feature/Month	\$ 0.02
Network Name Display for Att'd Consoles	\$/Feature/Month	\$ 0.00
Message Service	\$/Feature/Month	\$ 13.25
Bill Number Screen	\$/Feature/Month	\$ 0.26
ETS Access	\$/Feature/Month	\$ 11.88
ACD 2500 Login/Logout	\$/Feature/Month	\$ 1.00
ACD Automatic Overflow	\$/Feature/Month	\$ 1.27
ACD MIS Interface	\$/Feature/Month	\$ 21.83
ACD Call Transfer with Time	\$/Feature/Month	\$ 0.79
ACD Forced Availability	\$/Feature/Month	\$ 0.15
ACD Calling Name/No. Displayed	\$/Feature/Month	\$ 1.36
ACD Observe Agent from 2500 Set	\$/Feature/Month	\$ 0.48
ACD Distinctive Ring	\$/Feature/Month	\$ 0.18
<b>ISDN Features ▲</b>		
ISDN Att'd Busy Verif Lines / Trunks	\$/Feature/Month	\$0.00
ISDN Att'd Call Thru Test	\$/Feature/Month	\$0.00
ISDN Shared Call Appearances DN	\$/Feature/Month	\$0.19
ISDN Bridged Call Exclusion	\$/Feature/Month	\$0.02
ISDN Key Sys Coverage Analog Line	\$/Feature/Month	\$0.97
ISDN Queuing for ISDN Att'd w/CWI	\$/Feature/Month	\$0.02
ISDN Att'd Control - Voice Terminals	\$/Feature/Month	\$0.04
ISDN Att'd Night Svc (Fixed/Flexible)	\$/Feature/Month	\$0.05
ISDN Emergency Access to Att'd	\$/Feature/Month	\$0.00
ISDN Att'd Direct Trk Grp Selection	\$/Feature/Month	\$0.00
ISDN Att'd Emergency Override	\$/Feature/Month	\$0.00
ISDN Auto Drop Back to Att'd	\$/Feature/Month	\$0.06
ISDN Att'd Orig. Permission Display	\$/Feature/Month	\$0.01
ISDN Att'd Timed Reminder	\$/Feature/Month	\$0.02
ISDN Att'd Trunk Identification	\$/Feature/Month	\$0.00
ISDN ISAT Trunk Queuing	\$/Feature/Month	\$0.60
ISDN Att'd Trunk Group Indicators	\$/Feature/Month	\$0.03
ISDN Aggr Wrk Time / #Calls Handled	\$/Feature/Month	\$0.01
ISDN Total No. Calls Handled Display	\$/Feature/Month	\$0.09
ISDN Att'd Traffic	\$/Feature/Month	\$0.02
ISDN Att'd Number of Calls on Queue	\$/Feature/Month	\$0.00
ISDN Primary Rate Interface	\$/Feature/Month	\$57.05
ISDN Circuit Switch Voice/Data - PRI	\$/Feature/Month	\$15.13
ISDN Call by Call Access	\$/Feature/Month	\$89.33
ISDN Calling Number Delivery to PRI	\$/Feature/Month	\$0.68

<b>VERTICAL FEATURES ▲</b>		(Subject to Availability)
ISDN Pckt Switch IEO on Dmnd B Ch	\$/Feature/Month	\$3.14
ISDN Circuit Switched Voice	\$/Feature/Month	\$0.60
ISDN Basic Circuit Switched Data	\$/Feature/Month	\$6.73
ISDN Pack Switch IAO D Channel	\$/Feature/Month	\$0.56
ISDN X.25 Hunt Groups	\$/Feature/Month	\$0.74
ISDN Outgoing Call Line ID	\$/Feature/Month	\$0.02
ISDN Att'd - Power Failure Transfer	\$/Feature/Month	\$0.01
ISDN EDS Calling Name Display	\$/Feature/Month	\$0.03
ISDN Att'd Camp-On	\$/Feature/Month	\$0.00
ISDN Att'd Uniform Call Distribution	\$/Feature/Month	\$0.18
ISDN Call Forwarding Variable	\$/Feature/Month	\$0.01
ISDN Att'd Control of Facilities	\$/Feature/Month	\$0.09
ISDN Att'd ID on Incoming Calls	\$/Feature/Month	\$0.00
ISDN Att'd Direct Station Selection	\$/Feature/Month	\$0.01
ISDN Att'd Conference	\$/Feature/Month	\$4.63
ISDN Multi Line Hunt Group	\$/Feature/Month	\$0.51
ISDN Circular Hunting	\$/Feature/Month	\$0.09
ISDN Att'd Position Busy	\$/Feature/Month	\$0.03
ISDN Att'd Call Hold	\$/Feature/Month	\$0.07
ISDN Call Hold	\$/Feature/Month	\$0.16
ISDN Att'd Call Splitting	\$/Feature/Month	\$0.81
ISDN Call Pick Up	\$/Feature/Month	\$0.27
ISDN Business Group Auto Callback	\$/Feature/Month	\$0.02
ISDN Toll Restricted Service	\$/Feature/Month	\$0.10
ISDN att'd Through Dialing	\$/Feature/Month	\$0.00
ISDN Intercom Functions	\$/Feature/Month	\$0.00
ISDN Terminal Management	\$/Feature/Month	\$0.00
ISDN Priority Calling Incoming Only	\$/Feature/Month	\$0.00
ISDN Multi Directory Number Button	\$/Feature/Month	\$0.00
ISDN X.25 Closed User Groups	\$/Feature/Month	\$0.00
ISDN X.25 Fast Select	\$/Feature/Month	\$0.00
ISDN X.25 Fast Select Acceptance	\$/Feature/Month	\$0.00
ISDN X.25 1-Way Out Logical Channel	\$/Feature/Month	\$0.00
ISDN X.25 Reverse Charge	\$/Feature/Month	\$0.00
ISDN X.25 Reverse Charge Accept	\$/Feature/Month	\$0.00
ISDN X.25 Perm Virtual Call Service	\$/Feature/Month	\$0.00
ISDN Direct Connect	\$/Feature/Month	\$0.12
ISDN Switched Fractional DS 1 / Orig	\$/Feature/Month	\$2.44
ISDN Switched Fractional DS 1 / Term	\$/Feature/Month	\$2.44
ISDN PRI D-Channel Backup	\$/Feature/Month	\$0.06
ISDN PRI B Channel	\$/Feature/Month	\$2.01
ISDN Non-Facility Assoc Signaling	\$/Feature/Month	\$0.42
ISDN Facility Restriction Level	\$/Feature/Month	\$0.10
ISDN Time and Data Display	\$/Feature/Month	\$0.02
ISDN Inspect ISDN Terminals	\$/Feature/Month	\$0.07
ISDN Trunking Answer Any Station	\$/Feature/Month	\$0.13
ISDN X.25 Flow Control Prmtr Negot.	\$/Feature/Month	\$0.00
ISDN X.25 Incoming Calls Barred	\$/Feature/Month	\$0.00
ISDN X.25 Outgoing Calls Barred	\$/Feature/Month	\$0.00
ISDN X.25 Throughput Class Negot.	\$/Feature/Month	\$0.00
ISDN Xmit Delay Selection / Indication	\$/Feature/Month	\$0.00



<b>VERTICAL FEATURES ▲</b>		(Subject to Availability)
ISDN Bridging	\$/Feature/Month	\$0.42
ISDN Delayed & Abbreviated Ringing	\$/Feature/Month	\$0.01
ISDN Display Ringing Call Appearance Only	\$/Feature/Month	\$0.00
ISDN Feature Inspect	\$/Feature/Month	\$0.02
ISDN Intercom Alerting	\$/Feature/Month	\$0.01
ISDN Initiated Priority Calling	\$/Feature/Month	\$0.04
ISDN Remote Access to Features	\$/Feature/Month	\$0.29
ISDN Additional Call Offering	\$/Feature/Month	\$0.01

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

<b>LOCAL WHOLESALE SERVICES</b>	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
<b>LOCAL LOOPS (Includes NID)▲</b>				
<b>2-WIRE LOOP</b>				
Exchange - Basic - Initial	\$ 30.42	\$ 17.95	\$ 28.55	\$ 27.24
Exchange - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Non-Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Non-Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Non-Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.92	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
<b>4-WIRE LOOP</b>				
Exchange - Basic - Initial	\$ 30.42	\$ 17.92	\$ 28.55	\$ 27.24
Exchange - Basic Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.95	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98
<b>DS-1 LOOP / PRI LOOP</b>				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
<b>DS-3 LOOP</b>				
Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50
<b>LOCAL END OFFICE SWITCHING▲</b>				
<b>PORTS</b>				
Exchange - Basic - Initial	\$ 28.93	\$ 16.56	\$ 15.27	\$ 14.85
Exchange - Basic - Disconnect	\$ 8.00	\$ 4.98	\$ 12.94	\$ 12.52
Exchange - Basic - Subsequent (Port Feature)	\$ 21.33	\$ 13.30	\$ 1.44	\$ 1.44
Exchange - Basic - Subsequent (CO Connection)	\$ 17.74	\$ 9.71	\$ 10.79	\$ 10.58

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

	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
<b>LOCAL WHOLESALE SERVICES</b>				
Exchange – Complex – Non-Digital – Initial	\$ 42.77	\$ 24.49	\$ 41.21	\$ 21.50
Exchange – Complex – Non-Digital – Disconnect	\$ 8.00	\$ 4.98	\$ 36.59	\$ 16.17
Exchange – Complex – Non-digital – Subsequent (Port Feature)	\$ 28.59	\$ 20.56	\$ 5.23	\$ 5.23
Exchange – Complex- Non-digital – Subsequent (Switch Feature Group)	\$ 34.44	\$ 20.56	\$ 25.32	\$ 6.05
Exchange – Complex – Non-digital – Subsequent (CO Connection)	\$ 17.74	\$ 9.71	\$ 10.81	\$ 10.60
<b>COIN PORT</b>				
Exchange-Basic-Initial	\$28.93	\$16.56	\$15.27	\$14.85
Disconnect	\$8.00	\$4.98	\$12.94	\$12.52
Exchange-Basic-Subsequent (CO Connection)	\$17.74	\$9.71	\$10.79	\$10.58
<b>DS-1 PORT</b>				
Advanced-Complex-Initial	\$48.35	\$30.07	\$165.86	\$140.46
Disconnect	\$11.20	\$8.42	\$77.21	\$51.61
Advanced-Complex-Subsequent	\$20.24	\$12.21	\$66.03	\$40.85
<b>ISDN-BRI-PORT</b>				
Exchange-Complex Digital-Initial	\$42.77	\$24.49	\$36.54	\$16.82
Disconnect	\$8.00	\$4.98	\$32.92	\$12.49
Exchange-Complex Digital-Subsequent (Port Feature)	\$28.59	\$20.56	\$7.12	\$7.12
Exchange-Complex Digital-Subsequent (Switch Feature Group)	\$34.44	\$20.56	\$25.32	\$25.32
Exchange-Complex Digital-Subsequent (CO Connection)	\$17.74	\$9.71	\$10.81	\$10.60
<b>ISDN PRI PORT</b>				
Advanced – Complex – Initial	\$ 48.35	\$ 30.07	\$ 165.86	\$ 140.46
Advanced – Complex – Disconnect	\$ 11.20	\$ 8.42	\$ 77.21	\$ 51.61
Advanced – Complex – Subsequent	\$ 20.24	\$ 12.21	\$ 66.03	\$ 40.85
<b>HOUSE AND RISER CABLE▲</b>				
Exchange	\$ 39.89	\$ 26.85	\$ 30.25	N/A
Disconnect	\$ 9.44	\$ 6.16	\$ 25.70	N/A
<b>UNBUNDLED NID▲</b>				
Exchange	\$39.89	\$26.85	\$ 1.10	N/A
<b>SUB-LOOP▲</b>				
<b>2-WIRE FEEDER &amp; 4-WIRE FEEDER</b>				
Exchange - FDI Feeder Connection - Initial	\$ 30.42	\$ 17.95	\$ 20.14	\$ 12.83
Exchange - FDI Feeder Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 19.80	\$ 11.29
Exchange - FDI Feeder Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60

**2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION**

	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection Initial Unit	Add'l Unit
<b>LOCAL WHOLESALE SERVICES</b>				
<b>(Includes NID)</b>				
Exchange - FDI Distribution Connection - Initial	\$ 30.42	\$ 17.95	\$ 36.58	\$ 29.71
Exchange - FDI Distribution Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 18.71	\$ 9.08
Exchange - FDI Distribution Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60
<b>2-WIRE DROP &amp; 4-WIRE DROP (Includes NID)</b>				
Serving Terminal Connection - Initial	\$ 30.42	\$ 17.95	\$ 13.17	\$ 8.24
Serving Terminal Disconnect	\$ 9.05	\$ 6.03	\$ 14.92	\$ 8.01
Serving Terminal Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 12.06	\$ 5.91
<b>DARK FIBER</b>				
Advanced - Service Inquiry Charge (Dark Fiber Record Review) ▲	\$ 316.40	\$ 314.73	N/A	N/A
<b>Unbundled DF Loops &amp; Sub-Loops ▲</b>				
Advanced - Unbundled Loop	\$ 44.02	\$ 42.35	\$ 67.62	\$N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 67.62	N/A
<b>Dark Fiber Sub-Loop Feeder ▲</b>				
Advanced - Sub-Loop Feeder	\$ 44.02	\$ 42.35	\$ 67.62	\$N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 67.62	N/A
<b>Dark Fiber Sub-Loop Distribution ▲</b>				
Advanced - Sub-Loop Distribution	\$ 44.02	\$ 42.35	\$69.51	N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 69.51	N/A
<b>Unbundled DF Dedicated Transport (Per Fiber Strand) ▲</b>				
Advanced – UNE Inter-Office Dedicated Transport	\$ 44.02	\$ 42.35	\$ 70.29	N/A
Disconnect	\$ 25.71	\$ 25.71	\$ 70.29	N/A
Intermediate Office Cross connect	\$ 17.65			
<b>Dark Fiber Optional Engineering Services (Based on Time and Material charges, per hour)</b>				
Customer Access Facility (CAF) Planner	\$ 95.06			
Business Response Provisioning Center (BRPC) Design	\$ 50.63			
Central Office (CO) Maintenance	\$ 48.39			
Outside Plant (OSP) Construction	\$ 59.99			
Outside Plant (OSP) Engineer	\$ 83.98			
<b>ENHANCED EXTENDED LINK Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement) ▲</b>				
Advanced - Basic - Initial	\$ 53.12	\$ 35.38	\$ 277.83	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 154.79	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS0 Initial	\$ 53.12	\$ 35.38	\$ 242.65	N/A

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100% Manual	Semi- Mech	Service Connection Initial Unit	Add'l Unit
DS0 - Initial Disconnect	\$ 40.59	\$ 24.71	\$ 140.04	N/A
DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS1/DS3 - Initial	\$ 61.55	\$ 44.83	\$331.84	N/A
DS1 / DS3 Disconnect	\$ 41.73	\$ 25.01	\$ 176.02	N/A
DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A
<b>UNE COMBINATIONS (UNE-Ps or EELs)▲</b>				
DS3 to DS1 Multiplexing	N/A	N/A	\$ 99.42	N/A
DS1 to Voice Multiplexing	N/A	N/A	\$ 99.42	N/A
<b>Changeover Charge - (Conversion from Special Access to EELs or Transport)▲</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$96.48	\$59.33	\$24.98	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$3.87	\$2.20	\$24.98	N/A
DS0 Changeover (As Is)	\$ 96.48	\$ 59.33	\$ 24.98	N/A
DS0 - Changeover (As Is) - MOG	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)	\$ 106.97	\$ 69.83	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection Initial Unit	Add'l Unit
<b>LOOP CONDITIONING ▲</b> (No charge for loops 18,000 feet or less)				
Loop Conditioning - Bridged Tap Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Bridged Tap Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Bridged Tap Removal – Loops over 18,000 feet	N/A	N/A	\$318.71	N/A
Loop Conditioning - Load Coil Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning – Load Coil Removal – Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning – Load Coil Removal – Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coils / Bridged Tap Removal over 18,000 feet	N/A	N/A	\$ 568.62	\$249.91
<b>LOOP QUALIFICATION ▲</b>				
Loop Qualification	\$ 0.51	\$ 0.51	N/A	N/A
<b>UNE PLATFORM</b>				
Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent ▲	\$ 18.52	\$ 11.17	\$ 1.04	\$ 1.04
Exchange - Basic - Changeover (As Specified) ▲	\$ 22.43	\$ 13.36	\$ 7.48	\$ 7.48
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Line Feature) ▲	\$ 18.52	\$ 11.17	\$ 4.80	\$ 4.80
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group) ▲	\$ 24.79	\$ 11.17	\$ 23.21	N/A
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified) ▲	\$ 33.15	\$ 17.82	\$ 21.74	\$ 4.06
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$ 205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Line Feature) ▲	\$ 18.52	\$ 11.17	\$ 6.53	\$ 6.53
Exchange - Complex Digital - Subsequent (Switch Feature Group) ▲	\$ 24.79	\$ 11.17	\$ 23.21	\$ N/A
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified) ▲	\$ 33.15	\$ 17.82	\$ 22.08	\$ 4.39
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent ▲	\$ 27.13	\$ 13.52	\$ 67.45	\$ 44.36
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified) ▲	\$ 47.98	\$ 32.64	\$ 85.89	\$ 62.80
<b>INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement) ▲</b>				

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100% Manual	Semi- Mech	Service Connection Initial Unit	Add'l Unit
<b>IDT DS0 / VG</b>				
Advanced - Basic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 103.55	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$80.16	N/A
<b>IDT DS1 &amp; IDT DS3</b>				
Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection Initial Unit	Add'l Unit
<b>LOCAL WHOLESALE SERVICES</b>				
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)				
<b>CDT 2-Wire &amp; CDT 4-Wire▲</b>				
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 53.12	\$ 33.71	\$ 305.60	N/A
Entrance Facility/Dedicated Transport DS0 - Disconnect	\$ 40.59	\$ 24.71	\$ 122.46	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 96.67	N/A
<b>CDT DS1 &amp; CDT DS3▲</b>				
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$ 53.55	\$ 43.16	\$ 386.17	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Disconnect	\$ 41.73	\$ 25.01	\$ 156.58	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 96.15	N/A
Clear Channel Capability	N/A	N/A	\$92.00	N/A
<b>SIGNALING SYSTEM 7 (SS7)▲</b>				
Facilities and Trunks - Initial	\$161.97	\$ 142.56	\$456.14	N/A
Facilities and Trunks - Disconnect	\$ 84.59	\$ 72.71	\$ 296.56	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 72.51	\$ 53.10	\$ 324.06	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 72.51	\$ 53.10	\$ 108.57	N/A
Trunks Only - Initial	\$ 81.83	\$ 62.41	\$ 394.59	N/A
Trunks Only - Disconnect	\$ 47.72	\$ 32.47	\$ 273.16	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 48.40	\$ 28.99	\$ 307.81	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 48.40	\$ 28.99	\$ 108.57	N/A
STP Ports (SS7 Links)	\$ 161.97	\$142.56	\$361.84	N/A
STP Ports - Disconnect	\$ 84.59	\$ 72.71	\$ 252.29	N/A
<b>CUSTOMIZED ROUTING</b>	BFR	BFR	BFR	BFR
<b>MISCELLANEOUS CHARGES</b>				
<b>Coordinated Conversions▲</b>				
Exchange – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
<b>Hot-Cut Coordinated Conversions▲</b>				
Exchange – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Exchange – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced – Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Advanced – Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A



	Ordering 100% Manual	Ordering Semi- Mech	Provisioning Service Connection	
			Initial Unit	Add'l Unit
<b>LOCAL WHOLESALE SERVICES</b>				
<b>EXPEDITES – Other</b>				
UNE Loop/Port – Exchange Services▲	\$ 4.27	\$ 4.27	N/A	N/A
UNE Loop/Port – Exchange Services▲	\$ 25.32	\$ 25.32	N/A	N/A
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A
<b>OTHER</b>				
Customer Record Search (Per Account) ▲	\$ 7.13	N/A	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC) ▲	\$ 140.91	\$ 140.91	N/A	N/A
No Access Customer Will Advise▲	\$ 90.33	\$ 90.33	N/A	N/A
<b>LINE SHARING - CLEC OWNED SPLITTER</b>				
CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## Application of NRCs

### Preordering:

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

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

### Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

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

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

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

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

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

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

#### EELs

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

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

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

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

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

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

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

**IV. Rates and Charges for 911**

	<b>Non-Recurring Charge</b>	<b>Monthly Recurring Charge</b>
DS1	Tariff	Tariff
DSO 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports		
Per Trunk	\$260.00	\$30.00
Wireless Additive	N/A	\$13.00
Per Port		
ALI Database Services		
Centralized ALI Port		
Per System		
(for third party data--Note 1)	\$200.00	\$62.00
PSALI Software		
Per Package	\$790.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps	\$125.00	N/A
Per Map		
MSAG Copies via Diskette/Electronic		
Per County		
First Copy Per Order	\$276.00	N/A
Daily Updates	\$ 37.00	N/A

**V. Collocation Rates**

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

EXHIBIT 5

## **PART V: PRICING**

### **42. General Principles**

All services currently provided hereunder including resold Local Services, Network Elements and Combinations, Interconnection and any new and additional services or Network Elements to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the FCC and any state public utility commission having jurisdiction over this Agreement.

### **43. Price Schedules**

#### **43.1 Local Service Resale**

The prices to be charged to AT&T for Local Services shall be as specified in Attachment 14.

#### **43.2 Unbundled Network Elements**

The prices charged to AT&T for Unbundled Network Elements shall be as specified in Attachment 14 and shall be nondiscriminatory.

43.2.1 If implementation of an unbundled loop feeder supports shared use of required unbundling facilities, the cost of such facilities shall be allocated and prorated among all users in a non-discriminatory and competitively neutral manner. If such implementation supports only AT&T's use, then AT&T shall pay to GTE the incremental cost of such implementation.

43.2.2 If implementation of an unbundled loop concentrator /multiplexer element supports shared use of required unbundling facilities, the cost of such facilities shall be allocated and prorated among all users in a non-discriminatory and competitively neutral manner. If implementation supports only AT&T's use, then AT&T shall pay to GTE the incremental cost of such implementation.

43.2.3 AT&T will be responsible for the costs (if any) required to create an interface at the main distribution frame if such interface does not already exist, such as in the case of an Integrated Digital Loop Carrier System.

#### **43.3 Interconnection**

43.3.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by GTE or AT&T which a Telephone Exchange

Service Customer originates on GTE's or AT&T's network for termination on the other Party's network. Reciprocal Compensation for exchange of traffic shall initially be paid on a "bill and keep" basis subject to the right of either Party to demand that compensation be calculated based upon actual local exchange traffic volumes as further specified in Attachment 14.

43.3.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

43.3.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

43.3.4 Standard meet point billing arrangements, as defined in Attachment 6, shall apply when the completion of a toll call involves both GTE and AT&T facilities, as further described in Attachment 6.

43.3.5 [Intentionally Deleted]

43.3.6 **Transiting Traffic**

The following applies to all scenarios with transiting traffic.

43.3.6.1 AT&T shall pay to GTE a Transiting Service Charge for the use of its Tandem Switching as specified in Attachment 14.

43.3.6.2 Until such time as AT&T and the third party LEC or ILEC agree upon mutual compensation, third party mutual compensation will be exchanged between AT&T and GTE as follows: .

43.3.6.3 [Intentionally Deleted]

43.3.6.4 [Intentionally Deleted]

43.3.6.5 GTE will provide tandem switching at GTE access tandems for traffic between AT&T and GTE end offices subtending the GTE access tandem, as well as for traffic between AT&T and non-GTE end offices subtending GTE access tandems. By transporting traffic to a non-GTE end office(s) via a GTE tandem, AT&T assumes responsibility for compensation to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s). This responsibility may be fulfilled either by payment by AT&T to GTE for all tandem switched traffic between AT&T and the non-GTE end office(s) or by an agreement between AT&T and the non-GTE end office LEC



pursuant to which GTE is expressly made a third party beneficiary and GTE would receive compensation from either AT&T or the non-GTE end office LEC, depending upon which entity originated the traffic. GTE will bill AT&T for each minute of use AT&T generates that is tandem switched.

- 43.3.6.6 By transporting traffic to non-GTE end offices via a GTE tandem, AT&T assumes responsibility for compensation to the non-GTE end office company. AT&T assumes responsibility for negotiating a compensation arrangement with the non-GTE end office for IntraLATA Toll Traffic terminating to AT&T from such third party LEC or ILEC.