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August 17, 2001

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

RECEIVED--FPSC  
01 AUG 17 AM 11:29  
COMMISSION  
CLERK

011116-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 3 to  
Interconnection, Resale and Unbundling Agreement with Florida Digital  
Network, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s  
Petition for Approval of Amendment No. 3 to the Interconnection, Resale and  
Unbundling Agreement with Florida Digital Network, Inc. The amendment consists  
of a total of eight pages. Service has been made as indicated on the Certificate of  
Service. If there are any questions regarding this matter, please contact me at  
(813) 483-2617.

Very truly yours,

Kimberly Caswell

KC:tas  
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10125 AUG 17 01

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval )  
of Amendment No. 3 to Interconnection, Resale )  
and Unbundling Agreement with Florida Digital )  
Network, Inc. )  
\_\_\_\_\_ )

Docket No. *011116-TP*  
Filed: August 17, 2001

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENT NO. 3 TO INTERCONNECTION, RESALE AND UNBUNDLING  
AGREEMENT WITH FLORIDA DIGITAL NETWORK, INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of amendment No. 3 to the Interconnection, Resale and Unbundling Agreement with Florida Digital Network, Inc. (FDN). In support of this petition, Verizon states:

FDN's 252(i) letter adopting the Verizon/KMC Telecom II, Inc. interconnection, resale and unbundling agreement was filed with the Commission on November 18, 1998. The attached amendment governs the provision of Combinations as set forth in the Combinations Attachment and Pricing Appendix to Combinations Attachment (Appendix A).

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

Respectfully submitted on August 17, 2001.

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

Attorney for Verizon Florida Inc. DOCUMENT NUMBER-DATE

10125 AUG 17 01

FPSC-COMMISSION CLERK

AMENDMENT NO. 3

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON FLORIDA INC.  
F/K/A GTE FLORIDA INCORPORATED

and

FLORIDA DIGITAL NETWORK, INC.

THIS AMENDMENT No. 3 (this "Amendment") is made this 23rd day of July 2001 (the "Effective Date"),] by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") and Florida Digital Network, Inc., a Delaware corporation ("Florida Digital"). (Verizon and Florida Digital may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in state of Florida (the "State").

WITNESSETH:

**WHEREAS**, pursuant to an adoption letter dated October 28, 1998 (the "Adoption Letter"), Florida Digital adopted in the State of Florida, the interconnection agreement between Florida Digital Network, Inc. and VERIZON (the "Terms"); and

**WHEREAS**, subsequent to the approval of the Terms, Florida Digital notified Verizon that it desired to amend the Terms as set forth herein; and

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

1. The Parties agree that the terms and conditions set forth in the Combinations Attachment and Pricing Appendix to Combinations Attachment attached hereto as Appendix A, shall govern the provisions of Combinations.

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

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

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

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

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

FLORIDA DIGITAL NETWORK, INC.

VERIZON FLORIDA INC.

By: Matthew Blackie

By: Jeffrey A. Masoner

Printed: Matthew Blackie

Printed: Jeffrey A. Masoner

Title: President

Title: Vice President - Interconnection  
Services Policy & Planning

Date: 7/26/01

Date: 7/30/01

## COMBINATIONS ATTACHMENT

### 1. General

- 1.1 Verizon shall provide to Florida Digital, in accordance with this Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements in combinations (Combinations); provided, however, that notwithstanding any other provision of this Attachment, Verizon shall be obligated to provide Combinations to Florida Digital only to the extent required by Applicable Law and may decline to provide Combination to Florida Digital to the extent that provision of such Combination is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a Combination pursuant to this Attachment only to the extent such Combination, and the equipment and facilities necessary to provide such Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Florida Digital shall not directly or through a third party (e.g., Florida Digital's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a Combination that Verizon would not otherwise have an obligation to provide. For example, Florida Digital shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing Combination desired by Florida Digital is not available in order to permit Florida Digital to subsequently convert the Telecommunications Services to the Combinations desired by Florida Digital.
- 1.3 Florida Digital may use a Combination only for those purposes for which Verizon is required by Applicable Law to provide such Combination to Florida Digital. Without limiting the foregoing, Florida Digital may use a Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such Combination to Florida Digital in order to allow Florida Digital to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Attachment:
- 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a Combination not offered under this Attachment to Florida Digital as of the Effective Date, the terms, conditions and prices for such Combination (including, but not limited to, the terms and conditions defining the Combination and stating when and where the Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.
- 1.4.2 Verizon shall not be obligated to provide to Florida Digital, and Florida Digital shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Attachment to terminate its provision of a Combination, if Verizon provides a Combination to Florida Digital, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Combination, Verizon may terminate its provision of such Combination to Florida Digital. If Verizon terminates its provision of a Combination to Florida Digital pursuant to this Section 1.5 and Florida Digital elects to purchase other Services offered by Verizon in place of such Combination, then: (a) Verizon shall reasonably cooperate with Florida Digital to coordinate the termination of such Combination and the installation of such Services to minimize the interruption of service to Customers of Florida

Digital; and, (b) Florida Digital shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in this Attachment shall be deemed to constitute an agreement by Verizon that any item identified in this Attachment as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Florida Digital on an unbundled basis.
- 1.7 If as the result of Florida Digital Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Florida Digital Customer premises, Florida Digital will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

## **2. Combinations**

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Florida Digital, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

## PRICING ATTACHMENT

### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Attachment, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### 2. Florida Digital Prices

Notwithstanding any other provision of this Attachment, the Charges that Florida Digital bills Verizon for Florida Digital's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Florida Digital has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Florida Digital's cost to provide such Florida Digital Services to Verizon exceeds the Charges for Verizon's comparable Services.

### 3. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Attachment that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

### 4. Regulatory Review of Prices

Notwithstanding any other provision of this Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).



## PRICING APPENDIX TO THE COMBINATIONS ATTACHMENT

### UNE-P Pricing

Monthly Recurring Charges (MRC). 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).

(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

Non-Recurring Charges (NRC). On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

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

Operator Services and Directory Assistance Services (OS/DA). If Florida Digital does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Florida Digital's completion of a separate OS/DA agreement.

**NON-RECURRING CHARGES**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning Initial Unit</b>	<b>Add'l Unit</b>
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**ENHANCED EXTENDED LINK**

Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A

**UNE PLATFORM**

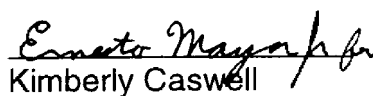
Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 3 to the Interconnection, Resale and Unbundling Agreement with Florida Digital Network, Inc. was sent via overnight delivery(\*) on August 16, 2001 and U.S. mail(\*\*) on August 17, 2001 to:

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

Florida Digital Network, Inc.(\*\*)  
Attention: Mike Gallagher  
390 N. Orange Avenue, Suite 2000  
Orlando, FL 32801

  
Kimberly Caswell