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December 11, 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

011639-TP

RECEIVED-FPSC  
01 DEC 11 AM 11:58  
COMMISSION  
CLERK

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of First Amendment to the  
Interconnection and Unbundling Agreement with Metromedia Fiber Network  
Services Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s  
Petition for Approval of First Amendment to the Interconnection and Unbundling  
Agreement with Metromedia Fiber Network Services Inc.

The amendment consists of a total of 12 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

- APP
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Enclosures

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
15436 DEC 11 01

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval )  
of First Amendment to Interconnection and )  
Unbundling Agreement with Metromedia Fiber )  
Network Services Inc. )  
\_\_\_\_\_ )

Docket No.  
Filed: December 11, 2001


**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
FIRST AMENDMENT TO INTERCONNECTION AND UNBUNDLING AGREEMENT  
WITH METROMEDIA FIBER NETWORK SERVICES INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of the First Amendment to the Interconnection and Unbundling Agreement with Metromedia Fiber Network Services Inc. (MFN) In support of this petition, Verizon states:

The Verizon/MFN agreement was approved by the Commission by Order No. PSC-00-1758-FOF-TP issued September 27, 2000 in Docket No. 000765-TP. The attached amendment governs Verizon's provision of Dark Fiber and Fiber Optic Cross Connect Collocation services to MFN.

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 December 11, 2001.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE  
15436 DEC 11 2001  
PSC-COMMISSION CLERK

**FIRST AMENDMENT TO  
INTERCONNECTION AND UNBUNDLING AGREEMENT  
BETWEEN  
VERIZON FLORIDA INC., f/k/a GTE FLORIDA INCORPORATED  
AND  
METROMEDIA FIBER NETWORK SERVICES INC.**

**THIS FIRST AMENDMENT** to the Interconnection and Unbundling Agreement (the "Agreement") which became effective October 11, 2000, is by and between VERIZON FLORIDA INC., f/k/a GTE FLORIDA INCORPORATED ("Verizon") and METROMEDIA FIBER NETWORK SERVICES INC. ("MFN"). Verizon and MFN being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the State of Florida (the "State").

**WHEREAS**, the Agreement, was approved by the Commission's Order, dated September 27, 2000 in Docket No. 000765-TP; and

**WHEREAS**, subsequent to the approval of the Agreement, MFN notified Verizon that it desired to amend the Agreement; and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; 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:

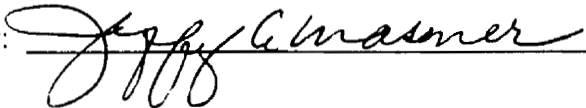
1. The Parties agree that the terms and conditions set forth in the Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment attached hereto shall govern Verizon's provision of Dark Fiber to MFN.
2. The Parties agree that the terms and conditions set forth in the Fiber Optic Cross Connect Collocation Attachment and Exhibit A, Fiber Optic Cross Connect Rates, attached hereto shall govern Verizon's provision of Fiber Optic Cross Connect Collocation services to MFN.
3. Conflict between this Amendment and the Agreement. This First Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this First Amendment. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this First Amendment but not in the Agreement, or in the Agreement but not in this First Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.


4. Counterparts. This First 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.
5. Captions. The Parties acknowledge that the captions in this First 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 First Amendment.
6. Scope of this Amendment. This First Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this First Amendment, and, except to the extent set forth in Sections 1 and 2 of this First Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the date first set forth above.

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

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

**METROMEDIA FIBER NETWORK  
SERVICES INC.**

By: 

By: 

Name: Jeffrey A. Masoner

Name: Tom Byrnes

Title: Vice President - Interconnection  
Chief Financial Officer

Title: President, ISP Services Div.

Date: 11-27-01

Date: 11/16/01

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

## DARK FIBER ATTACHMENT

### Terms and Conditions

- 1.1 Verizon shall provide to MFN, in accordance with the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Dark Fiber on an unbundled basis; provided, however, that notwithstanding any other provision of the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment, Verizon shall be obligated to provide unbundled Dark Fiber to MFN only to the extent required by Applicable Law and may decline to provide Dark Fiber to MFN to the extent that provision of such Dark Fiber is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide Dark Fiber pursuant to the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment only to the extent such Dark Fiber, and the equipment and facilities necessary to provide such Dark Fiber, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Dark Fiber; and, (c) Verizon shall not be obligated to combine Dark Fibers that are not already combined in Verizon's network. Except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline to provide Dark Fiber to MFN, if MFN, either itself or through a third party (e.g., MFN's Customer), has ordered Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide such Dark Fiber. For example, except as otherwise required by Applicable Law, Verizon shall not be obligated, and may decline, to provide Dark Fiber to MFN if MFN ordered Telecommunications Services or advised its Customer to order Telecommunications Services where the Dark Fiber desired by MFN was not available in order to permit MFN to subsequently convert the Telecommunications Services to the Dark Fiber desired by MFN.
- 1.3 MFN may use Dark Fiber only for those purposes for which Verizon is required by Applicable Law to provide such Dark Fiber to MFN. Without limiting the foregoing, MFN may use Dark Fiber (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 Dark Fiber to MFN in order to allow MFN to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment:
  - 1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide an Unbundled Network Element ("UNE") not offered under the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to MFN as of the Effective Date, the terms, conditions and prices for such UNE (including, but not limited to, the terms and conditions defining the UNE and stating when and where the UNE 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.
- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment to terminate its provision of Dark Fiber, if Verizon provides Dark Fiber to MFN, 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 Dark Fiber. Verizon may terminate its provision of such Dark Fiber to MFN. If Verizon terminates its provision of Dark Fiber to MFN pursuant to this Section 1.5 and MFN elects to purchase other Services offered by Verizon in place of such Dark Fiber, then: (a) Verizon shall reasonably cooperate with MFN to coordinate the termination of such Dark Fiber and the installation of such Services to minimize the interruption of service to Customers of MFN; and, (b) MFN shall pay all applicable charges for such Services, including, but not limited to, all applicable installation charges.

- 1.6 Nothing contained in the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement, the First Amendment this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber 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 MFN on an unbundled basis.
- 1.7 Except as otherwise expressly stated in the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment, MFN shall access Verizon's Dark Fiber specifically identified in the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment via Collocation in accordance with the Collocation terms, conditions and rates set forth in the Agreement at the Verizon Wire Center where those Dark Fibers exist and Dark Fiber shall, in the case of Collocation, be delivered to MFN's Collocation node by means of a Cross Connection.
- 1.8 If as the result of MFN Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the MFN Customer premises, MFN 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 Appendix and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

## 2. Dark Fiber

- 2.1 "Dark Fiber" means Dark Fiber Loops and Dark Fiber IOF, as defined in this Dark Fiber Attachment. Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering. Nothing contained in the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment shall be deemed to constitute an agreement by MFN that Sections 2.2.1 through 2.2.7 of this Dark Fiber Attachment describe Verizon's obligations to provide access to Dark Fiber under Applicable Law.
- 2.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premises, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment, the following terms and conditions also shall apply to Dark Fiber Loops:
- 2.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (a) one end of the Dark Fiber Loop terminates at MFN's collocation arrangement and (b) the other end terminates at the Customer premises. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.
- 2.2.2 MFN may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and MFN may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to MFN.
- 2.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 2.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a Dark Fiber Loop to a demarcation point, a fiber distribution frame or a POT bay.
- 2.2.5 At the Customer premises, unused fibers are not available to MFN unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to MFN.
- 2.2.6 Dark Fiber Loops will be offered to MFN in the condition that they are available in Verizon's network at the time that MFN submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber Loops for MFN's use.
- 2.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense

Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, are not available to MFN.

- 2.2.8 MFN shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops.
- 2.2.9 MFN may not resell Dark Fiber Loops to third parties.
- 2.2.10 In order for Verizon to continue to satisfy its obligations under Applicable Law and to preserve the efficiency of its network, Verizon will limit MFN to leasing a maximum of twenty-five percent (25%) of the Dark Fiber or four (4) Dark Fiber strands, whichever is greater, in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber Attachment:
  - 2.2.10.1 Revoke, in whole or in part, Dark Fiber leased to MFN upon a showing of need to satisfy its obligations under Applicable Law, or to preserve the efficiency of its network to the Commission and twelve (12) months' advance written notice to MFN, and
  - 2.2.10.2 Revoke, in whole or in part, Dark Fiber leased to MFN upon a showing to the Commission that MFN underutilized fiber within any twelve (12) month period.
  - 2.2.10.3 Verizon may assign Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services, or to satisfy CLEC orders for Dark Fiber, or for future growth, or for Verizon's approved and funded projects, and will not make such assigned Dark Fiber available to MFN. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a MFN order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than MFN, or impair a Verizon obligation under Applicable Law.
- 2.2.11 MFN may not reserve Dark Fiber Loops.
- 2.2.12 MFN shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of MFN; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting MFN's collocation arrangements with any proper optical cross connects or other equipment that MFN needs to access Dark Fiber before it submits an order for such access.
- 2.2.13 A Dark Fiber Inquiry Form must be submitted prior to submitting an order for Dark Fiber. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) Business Days from receipt of the CLEC's request, indication whether Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.



2.2.14 MFN shall order Dark Fiber Loops by sending to Verizon a separate order for each A to Z route.

2.2.15 Access to Dark Fiber Loops that terminate in a Verizon premises must be accomplished via a collocation arrangement in that premises. In circumstances where Collocation cannot be accomplished in Verizon's premises, the Parties agree to negotiate for possible alternative arrangements.

**2.3 Dark Fiber Interoffice Facilities (IOF).**

The Dark Fiber IOF is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon Central Offices or (b) a Verizon Central Office and a MFN Central Office but, in either case, without attached multiplexing, aggregation or other electronics. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop shall govern Dark Fiber IOF.

## PRICING APPENDIX TO THE DARK FIBER ATTACHMENT

### 1. General

- 1.1 As used in this Pricing Appendix, 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 Exhibit A of this Pricing Appendix.
- 1.5 The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix 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 the Agreement, the First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Dark Fiber 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. Services Provided By MFN

Nothing in this Agreement obligates Verizon to purchase Dark Fiber from MFN. If Verizon does decide to purchase Dark Fiber from MFN, such purchase will be accomplished pursuant to a contract negotiated between the Parties.

### 3. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and is not required to provide Dark Fiber under Section 251 of the Act, Verizon may provide Dark Fiber under the Agreement, the First Amendment, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber Attachment in order to comply with Section 271(c)(2)(B) of the Act. If Verizon is not required to provide Dark Fiber under Section 251 of the Act, Verizon shall have no obligation to provide Dark Fiber at the rates set forth in this Agreement or at the rates that must be set for Services that Verizon must provide under Section 251.

### 4. Regulatory Reviewed Prices

Notwithstanding any other provision of the Agreement, the First Amendment, the Dark Fiber Attachment and this Pricing Appendix to the Dark Fiber 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 Exhibit 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).

**EXHIBIT A**

**MONTHLY RECURRING CHARGES**

**Unbundled Dark Fiber**

Unbundled Dark Fiber Loop		
Dark Fiber Loop	\$	67.13
Unbundled Dark Fiber IOF		
Dark Fiber IOF -Facility	\$	24.80
Dark Fiber IOF -Termination	\$	6.34

**NON-RECURRING CHARGES**

<b>LOCAL WHOLESALER SERVICES</b>	<b>Ordering: 100% Manual</b>	<b>Ordering: Semi-Mechanized</b>	<b>Provisioning: Initial Unit</b>
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**DARK FIBER**

Advanced - Service Inquiry Charge	\$249.82	\$421.99	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 63.85	\$ 51.40	\$ 87.78	\$ 41.63
Advanced - Unbundled Loop - Initial	\$ 63.85	\$ 51.40	\$ 85.74	\$ 40.04

## **FIBER OPTIC CROSS CONNECT COLLOCATION ATTACHMENT TERMS AND CONDITIONS**

### **General**

Verizon shall provide additional collocation services in accordance with, and subject to, the terms and conditions of the Agreement, this First Amendment and other applicable requirements of this First Amendment.

The rates, terms and conditions of this First Amendment shall apply only to the extent that there are no corresponding rates, terms and conditions in an applicable Collocation Tariff. Subsequent to the execution of this First Amendment, Verizon also may elect to file a Collocation Tariff with provisions addressing any of the rates, terms and conditions specified in this First Amendment. Any such filing will expressly supersede and replace the corresponding rate, term or condition specified in this First Amendment, and will render such rate, term or condition specified in this First Amendment null and void.

The terms and conditions of this First Amendment shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority having appropriate jurisdiction. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this First Amendment, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this First Amendment, the Parties shall promptly renegotiate in good faith and amend in writing this First Amendment in order to make such mutually acceptable revisions to this First Amendment as may be required in order to conform the Amendment to Applicable Law.

Notwithstanding anything in the Agreement, this First Amendment, this Dark Fiber Attachment and the Pricing Appendix to the Fiber Optic Cross Connect Collocation Attachment to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service otherwise required to be provided to MFN hereunder, then Verizon may discontinue the provision of any such Service. Verizon shall provide thirty (30) days prior written notice to MFN of any such discontinuance of a Service, unless a different notice period or different conditions are mandated by Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

### **Fiber Optic Patchcord Cross Connect**

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and MFN's collocated transmission equipment and facilities. The connection of the facilities would be made via a fiber optic patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

### **Pricing**

The application and description of rates for the Fiber Optic Patchcord Cross Connect provided pursuant to this First Amendment are set forth in Exhibit A attached to this Fiber Optic Cross Connect Collocation Attachment. The rates identified in Exhibit A to this Fiber Optic Cross Connect Collocation Attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "Final Rates"). If such order or statute does not expressly supercede or modify existing interconnection agreements, then the Parties nonetheless agree that the order or statute shall do so, and the Final Rates shall apply as of the effective date of the order or statute.

## **Non-Recurring Charges**

Non-recurring charges are one-time charges that apply for specific work activity. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC.

### Fiber Optic Patchcord Pull/Termination – Engineering

The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLEC's collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

### Fiber Optic Patchcord Pull

The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

### Fiber Optic Patchcord Termination

The Fiber Optic Patchcord Termination Charge is applied per fiber connector termination and recovers the labor cost to terminate the fiber connection.

### Fiber Optic Patchcord Material Charge

The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

## **Monthly Recurring Charges**

The following are monthly charges that apply each month or fraction thereof that the Fiber Optic Patchcord Cross Connect arrangement is provided.

### Facility Termination – Fiber Optic Patchcord

The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

### Fiber Optic Patchcord Duct Space

The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.

**EXHIBIT A**

**FIBER OPTIC CROSS CONNECT RATES**

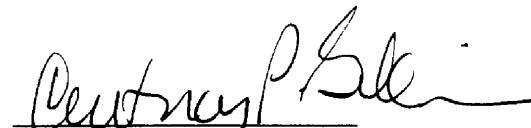
<b>Fiber Optic Cross Connect Rate Elements</b>				
	<b>Elements</b>	<b>Increment</b>	<b>NRC/MRC</b>	<b>Rate</b>
<b>Non-Recurring Prices</b>				
1	Fiber Optic Patch Cord Pull/Term. - Engineering	per project	NRC	\$71.44
2	Fiber Optic Patch Cord Material Charge	per cable run	NRC	\$40.53
3	Fiber Optic Patch Cord Pull	per cable run	NRC	\$145.70
4	Fiber Optical Patch Cord Termination	per termination	NRC	\$0.94
<b>Monthly Recurring Prices</b>				
5	Facility Termination - Fiber Optic Patch Cord	per connector	MRC	\$0.94
6	Fiber Optic Patch Cord Duct Space	per cable	MRC	\$0.46

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of First Amendment to the Interconnection and Unbundling Agreement with Metromedia Fiber Network Services Inc. was sent via overnight delivery(\*) on December 10, 2001 and U.S. mail(\*\*) on December 11, 2001 to:

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

Metromedia Fiber Network Services Inc.(\*\*)  
Attention: Robert Riordan  
360 Hamilton Avenue  
White Plains, NY 10601

  
Kimberly Caswell