

Kimberly Caswell
Vice President and General Counsel, Southeast
Legal Department

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COMMISSION
CLERK



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June 6, 2002

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

Re: Docket No.

020489-TP

Dear Ms. Bayo:

Under the terms of the FCC's Order approving the Bell Atlantic/GTE merger (*Application of GTE Corp.*, 15 FCC Rcd 14032, June 16, 2000), XO Florida, Inc. is adopting in Florida a portion (specifically, Amendment No. 2 relating to Combinations) of the interconnection agreement between Verizon New Jersey Inc. and Cooperative Communications, Inc. Enclosed are an original and five copies of the adoption request.

Verizon is filing this request for the Commission's acknowledgment, consistent with Order number PSC-01-0603-FOF-TP, issued March 13, 2001. As the Commission observed there, the FCC's merger conditions confer no jurisdiction on the Commission to approve or deny adoptions, so acknowledgment is the appropriate course. Service has been made as indicated on the attached certificate. If there are any questions regarding this matter, please contact me at 813-483-2617.

Very truly yours,

KC Kimberly Caswell

KC:tas
Enclosures

DOCUMENT NUMBER-DATE

05928 JUN-6 08

FPSC-COMMISSION CLERK

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing



2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

May 2, 2002

Mr. R. Gerard Salemme
c/o Ms. Marla Davis
Senior Vice President
XO Florida, Inc.
1730 Rhode Island Ave. NW, Suite 100
Washington, DC 20036

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Salemme:

Verizon Florida, Inc., f/k/a GTE Florida Incorporated ("Verizon"), has received your letter stating that, pursuant to paragraph 31(a) of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, XO Florida, Inc. ("XO") wishes to provide services to customers in Verizon's service territory in the State of Florida by adopting the voluntarily negotiated terms of Amendment No. 2 to the Interconnection Agreement between Cooperative Communications Inc. ("CCI") and Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. ("Verizon New Jersey") that was approved by the New Jersey Board of Public Utilities as an effective agreement in the State of New Jersey, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon New Jersey Combinations Terms").

I understand that XO has a copy of the Verizon New Jersey Combinations Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to XO's adoption of the Verizon New Jersey Combinations Terms.

1. By XO's countersignature on this letter, XO hereby represents and agrees to the following three points:

- (A) XO agrees to be bound by and adopts in the service territory of Verizon, the Verizon New Jersey Combinations Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon New Jersey Combinations Terms, agrees that XO shall be substituted in place of Cooperative Communications Inc. and CCI in the Verizon New Jersey Combinations Terms wherever appropriate.
- (B) Notice to XO and Verizon as may be required or permitted under the Verizon New Jersey Combinations Terms shall be provided as follows:

To XO:

Attention: Ms. Nancy Reed Krabill
12790 Merit Drive, Suite 200
Dallas, TX 75271
Telephone Number: 214/237-7883
Facsimile Number: 214/237-1363
Internet Address: nkrabill@xo.com

To Verizon:

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

with a copy to:

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

- (C) **XO represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Verizon New Jersey Combinations Terms will only cover services in the service territory of Verizon in the State of Florida.**
2. **XO's adoption of the Verizon New Jersey Combinations Terms shall become effective on May 9, 2002. Verizon shall file this adoption letter with the Florida Public Service Commission ("Commission") promptly upon receipt of an original**

of this letter, countersigned by an authorized officer of XO. The term and termination provisions of the CCI/Verizon New Jersey agreement shall govern XO's adoption of the Verizon New Jersey Combinations Terms. XO's adoption of the Verizon New Jersey Combinations Terms is currently scheduled to expire on May 23, 2002. Nothing herein shall be construed as a waiver by Verizon regarding the term and termination provisions of the interconnection agreement between XO Florida, Inc. and Verizon Florida, Inc. f/k/a GTE Florida Incorporated ("XO Florida Agreement"), including the status of such agreement and any termination notices previously provided to XO. This adoption shall not be considered a renewal or extension of the XO Florida Agreement.

3. As the Verizon New Jersey Combinations Terms are being adopted by XO pursuant to the Merger Conditions, Verizon does not provide the Verizon New Jersey Combinations Terms to XO as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon New Jersey Combinations Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon New Jersey Combinations Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon New Jersey Combinations Terms, or to seek review of any provisions included in these Verizon New Jersey Combinations Terms as a result of XO's election pursuant to the Merger Conditions.

4. XO's adoption of the Verizon New Jersey Combinations Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose XO's adoption of the Verizon New Jersey Combinations Terms at this time, subject to the following reservations and exclusions:
 - (A) Verizon's standard pricing schedule for interconnection agreements in Florida (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to XO's adoption of the Verizon New Jersey Combinations Terms. XO should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon New Jersey Combinations Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.

- (B) XO's adoption of the Verizon New Jersey Combinations Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements the State of Florida and with applicable collective bargaining agreements.
 - (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon New Jersey Combinations Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon New Jersey Combinations Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon New Jersey Combinations Terms.
 - (D) Terms, conditions and prices contained in tariffs cited in the Verizon New Jersey Combinations Terms shall not be considered negotiated and are excluded from XO's adoption.
 - (E) XO's adoption does not include any terms that were arbitrated in the Verizon New Jersey Combinations Terms.
5. Verizon reserves the right to deny XO's adoption and/or application of the Verizon New Jersey Combinations Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon New Jersey Combinations Terms to XO are greater than the costs of providing them to CCI;
 - (B) if the provision of the Verizon New Jersey Combinations Terms to XO is not technically feasible;
 - (C) if the Verizon New Jersey Combinations Terms were negotiated between CCI and Verizon New Jersey on or before June 30, 2000; and/or

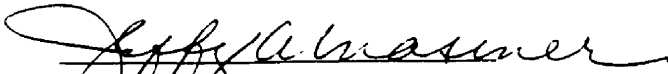
- (D) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
6. Should XO attempt to apply the Verizon New Jersey Combinations Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against XO under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and XO's adoption of the Verizon New Jersey Combinations Terms shall in no way impair such rights of Verizon; and (ii) all rights of XO resulting from XO's adoption of the Verizon New Jersey Combinations Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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

Sincerely,

VERIZON FLORIDA INC.

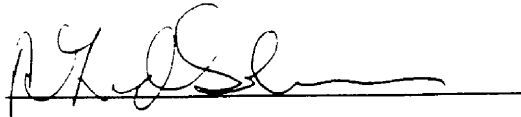


Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Date: 5/22/02

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

XO FLORIDA, INC.



By R. Gerard Salemm

Title Senior Vice President

Date: 5-15-02

Attachment

c: Sherri D. Sebring – Verizon (w/out attachments)

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW JERSEY INC.
F/K/A BELL ATLANTIC – NEW JERSEY, INC.

and

COOPERATIVE COMMUNICATIONS, INC.

This Amendment No. 2 (this "Amendment") is made this 24th day of March 2001 (the "Effective Date") by and between Verizon New Jersey Inc., Bell Atlantic – New Jersey, Inc., a New Jersey corporation ("Verizon"), and Cooperative Communications, Inc., a New Jersey corporation ("CCI") (Verizon and CCI may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties")

WITNESSETH

WHEREAS, Verizon and CCI are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated March 24, 2000 (the "Interconnection Agreement"),

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000, and

WHEREAS, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, Applicable Law.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(A) Combinations Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(B) of this Amendment, 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 CCI, 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.

(B) Limitations Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment.

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to CCI on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the New Jersey Board of Public Utilities, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to CCI, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element 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 (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to CCI, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element 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 this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing).

that are consistent with such Applicable Law

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available

(4) Verizon shall not provide CCI, and CCI shall not request from Verizon, access to a proprietary advanced intelligent network service

(C) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Loop", "Link", "ULL", "Unbundled Local Loop", "Local Link Transmission" and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer's serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer's premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies

(D) Notwithstanding anything set forth in the Interconnection Agreement, the terms "Network Interface Device" and "NID" as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier's telecommunications network on the property where a Customer's service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon's network

(E) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(B) of this Amendment, Verizon shall provide access to Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Combinations, the "Rates" and, individually, a "Rate") Certain of these Rates are set forth in Exhibit A, which Rates Verizon shall charge CCI and CCI agrees to pay to Verizon. CCI acknowledges, however, that certain Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing the Rates not included in Exhibit A as of the Effective Date, Verizon shall notify CCI in writing of such Rates in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill CCI, and CCI shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to CCI pursuant to this Section 1(E) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to CCI and thereafter. Exhibit A may also include, for illustrative purposes only, rates and/or rate structures, as of the date hereof, for certain other unbundled Network Elements and/or combination of Network Elements that CCI may order after (but, for the avoidance of any doubt, not before) the Parties execute another amendment to the Interconnection Agreement (or execute a new interconnection agreement, as the case may be) setting forth terms and conditions for provision of such other unbundled Network Elements and/or combinations of Network Elements;

provided, however, that in such case, the rates and/or rates structures for such other unbundled Network Elements and/or combinations shall be Verizon's applicable rates and/or rate structures therefor as in effect from time to time

2 Conflict between this Amendment and the Interconnection Agreement: This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement 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 Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement 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

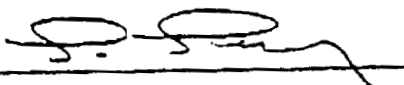
4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment

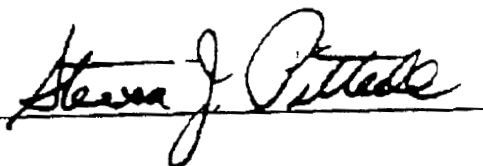
5. Scope of Amendment This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

COOPERATIVE COMMUNICATIONS
INC.

VERIZON NEW JERSEY INC.

By: 

By: 

Printed: Louis Lombardi, Jr

Printed: Steven J. Pitterle

Title: C.O.O.

Title: Director - Negotiations
Network Services

EXHIBIT A

VERIZON NEW JERSEY¹

UNBUNDLED NETWORK ELEMENTS	RECURRING	NON-RECURRING
EEL Loop Test Charges		
2 Wire Analog - per loop	\$ 21*	
2 Wire Digital - per loop	\$ 23*	
4 Wire Analog - per loop	\$ 45*	
4 Wire Digital DS0 56/64 kbps - per loop	\$ 53*	
DS1 per loop	\$1 74*	
DS3 per loop	\$133 04*	
56 KD Loop	<u>Density Cell</u> 1-\$27 91* 2-\$32 00* 3-\$36 98*	<u>No Premise Visit</u> Service Order: \$6 48* Service Connection - 1 st line \$109.60* Service Connection - Additional line \$58 21* <u>Premise Visit</u> Service Order: \$6 48* Service Connection - 1 st line \$205.23* Service Connection - Additional line \$80 90*

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk (**), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

APPENDIX 2 ¹
EXHIBIT A OF THE VERIZON NEW JERSEY COMBINATIONS TERMS

UNE-P Pricing

MONTHLY RECURRING CHARGES

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).

(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.

Operator Services and Directory Assistance Services (OS/DA). If XO 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 XO's completion of a separate OS/DA agreement.

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated January 17, 1997, in Docket Nos. 960847-TP, 960980-TP, and Order PSC-97-0064-FOF-TP. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates. The Parties further agree that the Commission's Order in Docket Nos. 960847-TP and 960980-TP, and Order PSC-97-0064-FOF-TP to the extent such Order established the arbitrated rates shall be deemed "arbitrated" under Paragraph 4(E) of the Adoption Letter

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)		
Initial Service Order, per order	\$	47.25♦
Transfer of Service Charge, per order	\$	16.00♦
Subsequent Service Order, per order	\$	24.00♦
Installation		
Unbundled Loop, per loop	\$	10.50♦
Unbundled Port, per port	\$	10.50♦
Loop Facility Charge, per order (See Note 1)	\$	62.50♦
Customer Service Record Search	\$	4.21

CUSTOM HANDLING

Coordinated Conversions

ISO	\$	18.69
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
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ENHANCED EXTENDED LINK Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)

Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$ 10.50	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 10.50	N/A
DS1 - Initial	\$ 97.94	\$ 65.68	\$ 10.50	N/A
DS1 - Subsequent	\$ 38.02	\$ 21.89	\$ 10.50	N/A
DS1 to DS0 Multiplexing	N/A	N/A	\$800.00	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 Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - 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

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced - Basic - Initial - DS0	\$ 127.99	\$ 93.43	\$ 767.26	N/A
Advanced - Basic - Subsequent - DS0	\$ 66.59	\$ 48.49	\$155.28	N/A
Advanced - Complex - Initial - DS1	\$ 140.52	\$ 105.96	\$769.06	N/A
Advanced - Complex - Subsequent - DS1	\$ 66.59	\$ 48.49	\$ 133.00	N/A

LOCAL WHOLESALE SERVICES

	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)				
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 127.99	\$ 93.43	\$650.96	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 66.59	\$ 48.49	\$ 119.58	N/A
Entrance Facility/Dedicated Transport DS1 - Initial	\$ 140.52	\$ 105.96	\$692.19	N/A
Entrance Facility/Dedicated Transport DS1 - Subsequent	\$ 66.59	\$ 48.49	\$ 122.07	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

EXPEDITES - Other

UNE Loop/Port	4.57	4.57	N/A	
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A

OTHER

Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

Application of NRCs

Preordering:

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

Customer Record Search applies when XO 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, 4-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

Advanced-Complex: DS1 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.

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

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

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

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

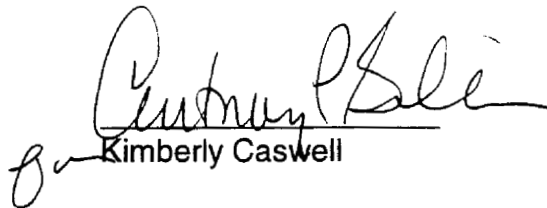
Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*)
on June 5, 2002 and U.S. mail(**) on June 6, 2002 to:

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

XO Florida, Inc.(**)
Attention: Dana Shaffer
105 Molloy Street, Suite 300
Nashville, TN 37201


Kimberly Caswell