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A Professional Association

Post Office Box 1876
Tallahassee, Florida 32302-1876
Internet: www.lawfla.com

COMMISSION
CLERK

01 JAN 13 PM 4:40

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January 13, 2004

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 031098-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine are an original and fifteen copies of its Objection to and Motion to Reject Consideration of Verizon Florida, Inc.'s *Ultra Vires* Petition for Approval Pursuant to 47 U.S.C. § 252(i) for Lack of Subject Matter Jurisdiction.

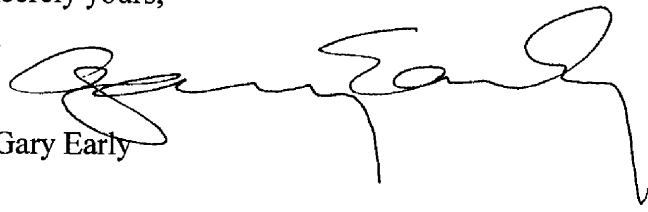
Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

RECEIVED & FILED

Sincerely yours,


FPSC-BUREAU OF RECORDS


E. Gary Early

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- CAF _____
- CMP _____
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DOCUMENT NUMBER - DATE

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FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i))
Adoption With Modifications of the Existing Terms) Docket No. 031098-TP
of the Interconnection, Resale, Unbundling and) Filed: December 13, 2004
Collocation Agreement Between Sprint)
Communications Company Limited Partnership)
and Verizon Florida Inc. by ITC^DeltaCom)
Communications, Inc. d/b/a ITC^DeltaCom d/b/a)
Grapevine.)
_____)

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine (hereinafter "ITC^DeltaCom"), pursuant to Rule 28-106.204, Florida Administrative Code, hereby objects to the Petition for Approval Pursuant to 47 U.S.C. § 252(i) filed in this docket by Verizon Florida, Inc., requests that the Florida Public Service Commission ("Commission") or the prehearing officer enter an order finding that Verizon Florida, Inc. had no lawful basis for its Petition filed in this docket, and that as a result, the Commission does not have subject matter jurisdiction and should reject the captioned Petition, and as grounds therefore states:

1. On October 10, 2003, ITC^DeltaCom filed its Petition to Adopt the Sprint and Verizon Interconnection Agreement. A copy of the Petition, which was assigned Docket No. 030980-TP, is attached hereto as **Exhibit 1**. Attached to the Petition was a copy of the 122 page "251/252 Agreement Between Verizon Florida Inc., f/k/a GTE Florida Incorporated and Sprint Communications Company Limited Partnership for the State of Florida" (hereinafter the "Verizon-Sprint Agreement"). Due to the volume of the document, a copy has not been attached.

2. The Verizon-Sprint Agreement being adopted by ITC^DeltaCom was previously filed in Docket No. 010795-TP and approved by the Commission on August 22, 2003 by Order No. PSC-03-0952-FOF-TP. A copy of the Commission's Order is attached hereto as **Exhibit 2**.

3. By letter dated November 4, 2003, ITC^DeltaCom provided clarification of several points related to the adoption of the Verizon-Sprint Agreement. Among the items mentioned was the fact that ITC^DeltaCom was adopting the entire Verizon-Sprint interconnection, unbundling, resale, and collocation agreement approved by the Commission on August 22, 2003 by Order No. PSC-03-0952-FOF-TP, with "no changes or exceptions." A copy of the letter is attached hereto as **Exhibit 3**.

3. By Memorandum dated November 5, 2003, the adoption of the Verizon-Sprint Agreement by ITC^DeltaCom was found to meet the standards for adoption established in 47 U.S.C. §§ 252(e) and 252(i). Accordingly, the ITC^DeltaCom adoption was approved by the Commission, and the docket was closed. A copy of the Memorandum is attached hereto as **Exhibit 4**. Verizon did not appeal or object to the ITC^DeltaCom adoption of the Verizon-Sprint Agreement.

4. On November 20, 2003, Verizon Florida, Inc. mailed a letter to ITC^DeltaCom entitled "Requested Adoption Under Section 252(i) of the TA96." A copy of the letter is attached as **Exhibit 5**. Given the general vagueness of the Verizon letter, ITC^DeltaCom naturally assumed that the letter was nothing more than a confirmation of the applicability of the interconnection agreement approved by the Commission on August 22, 2003. This belief was bolstered by the fact that only CLEC's are entitled to choose which previously approved agreement the CLEC wants operate under pursuant to Section 252(i). Since the Verizon-Sprint agreement approved by the Commission on August 22, 2003 was valid and enforceable, ITC^DeltaCom took no action on the

Verizon letter.

5. On December 9, 2003, Verizon filed its Petition in this docket. The Petition included not only a copy of the Commission approved Verizon-Sprint Agreement, but also included a 15 page “Appendix” of new terms and conditions, some of which were derived from a 1997 interconnection agreement between GTE and AT&T Communications. The Appendix was **not** a part of the Verizon-Sprint Agreement approved by the Commission on August 22, 2003, nor was it a part of the Verizon-Sprint Agreement as adopted by ITC^DeltaCom effective November 5, 2003. A copy of the Appendix is attached hereto as **Exhibit 6**. ITC^DeltaCom could not understand the intent or purported effect, if any, of the so-called Petition since ITC^DeltaCom had never asked for, agreed to, or acquiesced in, and more importantly **did not want**, the Verizon-Sprint Agreement modification as set forth in the December 9, 2003 Petition.

6. The effort by Verizon to foist terms and conditions inconsistent with an approved agreement upon a CLEC is not only unprecedented, but violates the terms and the spirit of 47 U.S.C. 252(i). That section provides that:

A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The FCC has implemented Section 47 U.S.C. §252(i) through the promulgation of 47 CFR §51.809(a), which provides that:

An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates,

terms, and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any individual interconnection, service, or network element only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement.

The FCC “pick and choose” rule has been upheld and construed by the courts to not only allow a CLEC to adopt any interconnection agreement that the CLEC, in its discretion chooses to adopt, but goes so far as to allow the CLEC to choose parts of the interconnection agreement and reject others. *AT&T Corporation v. Iowa Utilities Board*, 525 U.S. 366, 119 S.Ct. 721, 142 L.Ed.2d 835 (1999); *Southwestern Bell Telephone Co. v. Waller Creek Communications*, 221 F.3d 812 (5th Cir. 2000).

7. In this case, ITC^DeltaCom selected an approved interconnection agreement and agreed to be bound by the complete agreement as approved by the Commission on August 22, 2003 by Order No. PSC-03-0952-FOF-TP. ITC^DeltaCom specifically confirmed that it was accepting the entire Commission-approved Verizon-Sprint Agreement “as-is.” There is no confusion or ambiguity in the ITC^DeltaCom request to adopt, or the Commission’s approval of that request.

8. Contrary to the clear and unambiguous Commission approval of the Verizon-Sprint Agreement, the Verizon Petition obfuscates and misrepresents the relief being sought. The Petition requests

. . . approval of ITC^DeltaCom Communications, Inc. d/b/a ITCQeltaCom d/b/a Grapevine's 252(i) adoption with modifications of the existing terms of the interconnection, resale, unbundling and collocation agreement between Verizon and Sprint Communications Company Limited Partnership. The agreement, which was approved by the Commission by Order No. PSC-03-0952-FOF-TP issued on August 22, 2003 in Docket No. 01 0795-TP, is attached.

It is virtually impossible to discern from that text that Verizon is asking the Commission to approve

something **different** than the Verizon-Sprint Agreement approved by the Commission on August 22, 2003. One must go to the attachments to learn that Verizon is attempting to impose terms and conditions inconsistent with those legitimately adopted by ITC^DeltaCom and approved by the Commission. The Commission should not allow such a disingenuous trick to be rewarded.

9. Verizon's "Petition" is completely *ultra vires*. The Petition cannot seek "approval" of an interconnection agreement that ITC^DeltaCom did not ask for, negotiate or agree to. The Petition is nothing more than a backdoor attempt by Verizon to add terms and conditions that ITC^DeltaCom would not agree to in negotiations, opting instead to adopt the existing, Commission approved Verizon-Sprint Agreement. As there is no authority for Verizon to file a request to establish terms and conditions of ITC^DeltaCom's connection with the Verizon network, the Commission is without subject matter jurisdiction under 47 U.S.C. 252 to take action on that request.

10. Counsel has attempted to contact counsel for Verizon at the (813) 483-1256 telephone number provided in the Verizon Petition. Counsel received a recording that the number is no longer in service. Counsel is therefore unable to represent whether Verizon objects to this motion, but believes that if there is such an objection, Verizon will file a separate response.

WHEREFORE, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine (hereinafter "ITC^DeltaCom"), requests that the Florida Public Service Commission find that Verizon Florida, Inc. had no lawful basis for its Petition filed in this docket. Based on that finding, ITC^DeltaCom requests that the Commission conclude that it does not have subject matter jurisdiction over the captioned Petition, reject the Petition, or take such other action to dispense with the Verizon Petition as it believes to be appropriate and consistent with 47 U.S.C. 252.

Filed this 13th day of January, 2004.

Respectfully Submitted,



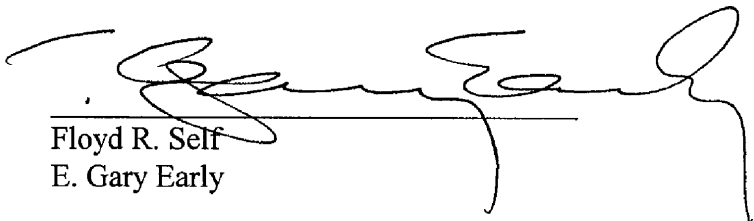
Floyd R. Self
E. Gary Early
MESSER, CAPARELLO & SELF, P. A.
215 South Monroe Street, Suite 701
Tallahassee, FL 32301
(850) 222-0720

Nanette S. Edwards, Esq.
ITC^DeltaCom Communications, Inc.
4092 South Memorial Parkway
Huntsville, AL 35802-4343

Attorneys for ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom d/b/a Grapevine

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the Richard A. Chapkis, Esq., Verizon Florida Inc., P.O. Box 110, FLTC0007, Tampa, FL 33601-0110 by U. S. Mail this 13th day of January, 2004.



Floyd R. Self
E. Gary Early

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION


Petition to Adopt the Sprint and Verizon)
Interconnection Agreement Pursuant to) Docket No. _____
Section 252(i) of the Telecommunications) Filed: October 10, 2003
Act of 1996)
_____)

**PETITION OF ITC^DELTACOM COMMUNICATIONS, INC.,
D/B/A ITC^DELTACOM TO ADOPT THE SPRINT AND VERIZON
INTERCONNECTION AGREEMENT**

Comes Now ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom (“ITC^DeltaCom”) and brings this Petition pursuant to Section 252(i) of the Telecommunications Act of 1996 to adopt the rates, terms and conditions of the Sprint Communications Company Limited Partnership (“Sprint”) and Verizon Florida, Inc. f/k/a GTE Florida Incorporated (“Verizon”) interconnection agreement filed and approved by this Commission in Docket No. 010795-TP by Order No. PSC-03-0952-FOF-TP, issued August 22, 2003. Attached as Exhibit A is a copy of the interconnection agreement as approved.

WHEREFORE, ITC^DeltaCom requests that the Commission allow ITC^DeltaCom to adopt the Sprint and Verizon Interconnection Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996.

Respectfully submitted this 10th day of October, 2003



Floyd R. Self
Messer, Caparello & Self, P.A.
215 S. Monroe Street, Suite 701
Tallahassee, FL 32302
(850) 222-0720

and

Nanette S. Edwards, Esq.
Regulatory Attorney
ITC^DeltaCom
4092 S. Memorial Parkway
Huntsville, Alabama 35802
Telephone No. - (256) 382-3856
Fax No. - (256) 382-3936

Counsel for ITC^DeltaCom Communications, Inc.

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint
Communications Company Limited
Partnership for arbitration with
Verizon Florida Inc. pursuant to
Section 251/252 of the
Telecommunications Act of 1996.

DOCKET NO. 010795-TP
ORDER NO. PSC-03-0952-FOF-TP
ISSUED: August 22, 2003

The following Commissioners participated in the disposition of
this matter:

BRAULIO L. BAEZ
RUDOLPH "RUDY" BRADLEY

ORDER APPROVING ARBITRATED INTERCONNECTION AGREEMENT BETWEEN
SPRINT AND VERIZON

BY THE COMMISSION:

On June 1, 2001, Sprint Communications Company Limited Partnership (Sprint) filed a Petition for Arbitration pursuant to 47 U.S.C. Section 252(b) of the Telecommunications Act of 1996 (Act), seeking arbitration of certain unresolved terms and conditions of a proposed renewal of its interconnection agreement with Verizon Florida, Inc. f/k/a GTE Florida, Incorporated (Verizon). Verizon filed a response and the matter was set for hearing.

In Sprint's petition, 15 issues were enumerated for arbitration. Prior to the administrative hearing, the parties resolved or agreed to stipulate a number of those issues. The administrative hearing was held on January 17, 2002. On January 7, 2003, Order No. PSC-03-0048-FOF-TP, Final Order on Arbitration, was issued.

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ORDER NO. PSC-03-0952-FOF-TP
DOCKET NO. 010795-TP
PAGE 2

On February 5, 2003, Sprint and Verizon filed a Joint Motion for Extension of Time to file an interconnection agreement. On February 12, 2003, Order No. PSC-03-0212-PCO-TP was issued granting this Motion.

On February 12, 2003, Sprint and Verizon filed a Second Joint Motion for Extension of Time, which was granted by Order No. PSC-03-0229-PCO-TP, issued February 18, 2003.

On February 28, 2003, Verizon filed a Motion for Approval of Interconnection, Resale, Unbundling and Collocation Agreement with Sprint, though the attached agreement was unsigned. (Verizon Motion)

On February 28, 2003, Sprint filed a Motion to Resolve Disputed Language. This pleading also contained an unsigned agreement. While Verizon and Sprint agreed on most of the language to be included in their agreement, they continued to disagree on how certain arbitration rulings should be memorialized in their contract. Specifically, Verizon and Sprint did not agree on language to define "Local Traffic," multi-jurisdictional trunks, and Sprint VAD/00- traffic. Verizon and Sprint also did not agree on language reflecting the current state of the Commission's UNE pricing for Verizon.

On March 7, 2003, Verizon filed its Opposition to Sprint's Motion to Resolve Disputed Language. On March 10, 2003 Sprint filed its Opposition to Verizon's Motion for approval of interconnection agreement. By Order No. PSC-03-0637-FOF-TP, issued May 27, 2003, we specified which language, where the parties were in disagreement, should be included in the final interconnection agreement.

On June 26, 2003, Verizon filed its final executed Interconnection Agreement with Sprint pursuant to Order Nos. PSC-03-0048-FOF-TP and PSC-03-0637-FOF-TP. We have reviewed the agreement and have determined that it complies with our decisions in the above referenced orders, as well as the Act. Therefore, we approve the arbitrated Interconnection Agreement between Verizon and Sprint in Docket No. 010795-TP.

ORDER NO. PSC-03-0952-FOF-TP
DOCKET NO. 010795-TP
PAGE 3

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the final executed Interconnection Agreement between Sprint Communications Company Limited Partnership and Verizon Florida, Inc. f/k/a GTE Florida, Incorporated, is hereby approved. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd Day of August, 2003.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

By: Marcia Sharma
Marcia Sharma, Assistant Director
Division of the Commission Clerk
and Administrative Services

(S E A L)

JPR

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 3

ORIGINAL

LAW OFFICES
Messer, Caparello & Self
A Professional Association

Post Office Box 1876
Tallahassee, Florida 32302-1876
Internet: www.lawfla.com

November 4, 2003

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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COMMISSION
CLERK

Re: Docket No. 030980-TP

Dear Ms. Bayó:

The purpose of this letter is to clarify a few points in connection with ITC^DeltaCom's Petition in this docket.

1. The full and complete name of the Petitioner is:

ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine (hereinafter "ITC^DeltaCom").

2. The adoption by ITC^DeltaCom is the interconnection, unbundling, resale, and collocation agreement between Sprint and Verizon filed and approved by the Commission in Docket No. 010795-TP by Order No. PSC-03-0952-FOF-TP, issued August 22, 2003.

3. This is an exact, full and complete adoption of the Sprint-Verizon agreement, including any amendments thereto. There are no changes or exceptions.

AUS _____
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COM _____
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OTH _____

In view of the expiration of the present agreement between ITC^DeltaCom and Verizon, ITC^DeltaCom requests that the Commission accept, approve, or acknowledge this adoption as immediately effective.

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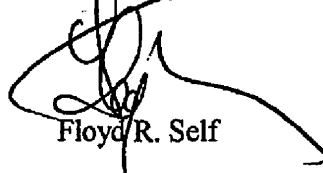
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Ms. Blanca Bayó
November 4, 2003
Page 2

If the Commission needs any further clarification or assistance with this matter, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to be "Floyd R. Self", written over a long horizontal line that extends from the left side of the page.

Floyd R. Self

FRS/amb

cc: Beth Keating, Esq.
Mr. Jeff Bates
Nanette Edwards, Esq.
Kimberly Caswell, Esq.

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 4

State of Florida
-M-E-M-O-R-A-N-D-U-M-



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Public Service Commission

CLERK

DATE: November 5, 2003
TO: Docket File
FROM: Jeff Bates (Division of Competitive Markets and Enforcement) *JB*
Victor McKay (Office of the General Counsel) *VSM SK* *SAS*
RE: Docket No. 030980-TP - Petition for approval of adoption of existing interconnection, unbundling, resale and collocation agreement between Verizon Florida Inc. and Sprint Communications Company Limited Partnership, by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine.

By letter dated October 10, 2003, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine filed a request for approval of adoption, of existing interconnection, unbundling, resale and collocation agreement between Verizon Florida Inc. and Sprint Communications Company Limited Partnership which was approved by the Commission in Docket No. 010795-TP. ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine is adopting the agreement approved by the Commission pursuant to Section 252(i) of the Telecommunications Act of 1996.

Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(i) requires that a local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved by the state commission to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety.

Staff reviewed the agreement in this Docket on November 4, 2003. The filing met the criteria outlined in Section 2.07.C.6.b of the Administrative Procedures Manual in that it complies with both Sections 252(e)(4) and 252(i) of the Act. Accordingly, with this Memorandum, the docket is hereby closed.

CC: Division of the Commission Clerk and Administrative Services (S. Moses)

*OK to close
11-5-03
JB*

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**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 5

Steven J. Pitterle
Director – Contract Negotiations
Wholesale Markets



600 Hidden Ridge HQE03B67
P.O. Box 152092
Irving, Texas 75038

Phone 972/718-1333
Fax 972/718-1279
steve.pitterle@verizon.com

November 20, 2003

Ms. Nanette Edwards
Director of Regulatory Advocacy and Senior Attorney
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine
4092 South Memorial Parkway
Huntsville, AL 35802

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

Dear Ms. Edwards:

Verizon Florida Inc., f/k/a GTE Florida Incorporated (“Verizon”), a Florida corporation, with principal place of business at 201 N. Franklin Street, Tampa, Florida 33602-5167, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine (“ITC^DeltaCom”), an Alabama corporation, with principal place of business at 1791 O.G. Skinner Drive, West Point, Georgia 31833, wishes to adopt the terms of the arbitrated Interconnection Agreement between Sprint Communications Company Limited Partnership (“Sprint”) and Verizon that was approved by the Florida Public Service Commission (the “Commission”) as an effective agreement in the State of Florida in Docket No. 010795-TP, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand ITC^DeltaCom has a copy of the Terms. Verizon does not oppose your adoption of the Terms at this time. Please note the following Verizon positions with respect to ITC^DeltaCom’s adoption of the Terms.

1. ITC^DeltaCom adopts (and agrees to be bound by) the Terms of the Sprint/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that ITC^DeltaCom shall be substituted in place of Sprint Communications Company Limited Partnership and Sprint in the Terms wherever appropriate.

2. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).
3. Notice to ITC^DeltaCom and Verizon as may be required under the Terms shall be provided as follows:

To: ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom
d/b/a Grapevine
Attention: Nanette Edwards
4092 South Memorial Parkway
Huntsville, AL 35802
Telephone Number: 256-382-3856
Facsimile Number: 256-382-3936
Internet Address: nedwards@itcdeltacom.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 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

4. ITC^DeltaCom represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.

5. In the event an interconnection agreement between Verizon and ITC^DeltaCom is currently in effect in the State of Florida (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
6. Verizon's standard pricing schedule for interconnection agreements in the State of Florida (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to ITC^DeltaCom's adoption of the Terms. ITC^DeltaCom should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
7. ITC^DeltaCom's adoption of the Sprint arbitrated Terms shall become effective as of November 20, 2003. Verizon shall file this adoption letter with the Commission. The term and termination provisions of the Sprint/Verizon agreement shall govern ITC^DeltaCom's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on June 26, 2006.
8. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 010795-TP, or to seek review in any way of any provisions included in these Terms as a result of ITC^DeltaCom's 252(i) election.
9. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 010795-TP (the Sprint arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly

reserves its full right to assert and pursue claims arising from or related to the Terms.

10. Verizon reserves the right to deny ITC^DeltaCom's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to ITC^DeltaCom are greater than the costs of providing them to Sprint;
 - (b) if the provision of the Terms to ITC^DeltaCom is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to ITC^DeltaCom under applicable law.

11. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

12. Should ITC^DeltaCom attempt to apply the Terms in a manner that conflicts with paragraphs 1-11 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

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

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

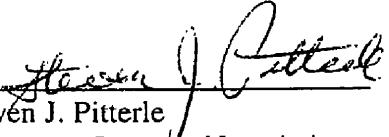
³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

13. In the event that a voluntary or involuntary petition has been or is in the future filed against ITC^DeltaCom 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 ITC^DeltaCom's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of ITC^DeltaCom resulting from ITC^DeltaCom's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Sincerely,

VERIZON FLORIDA, INC.



Steven J. Pitterle
Director – Contract Negotiations
Wholesale Markets

11/21/03

(DATE)

c: R. Ragsdale – Verizon
S. Sebring - Verizon
Telecommunications Division – FPSC

**ITC^DELTACOM'S OBJECTION TO AND MOTION TO REJECT
FURTHER CONSIDERATION OF VERIZON FLORIDA, INC.'S
ULTRA VIRES PETITION FOR APPROVAL PURSUANT TO 47 U.S.C. § 252(i)
FOR LACK OF SUBJECT MATTER JURISDICTION**

Docket No. 031098-TP

EXHIBIT 6

APPENDIX 1^{1 2}
V1.3

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Termination Rate: **\$0.0029030 per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0050131 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0020071 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 volume⁴ (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**

¹ In the event this Appendix 1 refers to a service that is not available under the Terms, the Terms shall control. Nothing in this Appendix 1 shall be deemed to require Verizon to provide a service that the Terms does not require Verizon to provide.

² 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 (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to, of the Reservation of Rights language the General Terms and Conditions. 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 an arbitration decision associated with the Terms.

³ All rates and charges specified herein are pertaining to the Interconnection provisions of the Terms.

⁴ 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

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

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

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ITC^DeltaCom orders any service from the Terms.

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

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to ITC^DeltaCom. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to ITC^DeltaCom. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter ITC^DeltaCom's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

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

Service Order Expedite (Engineered or Non-Engineered) applies if ITC^DeltaCom requests service prior to the standard due date intervals.

Coordinated Conversion applies if ITC^DeltaCom requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ITC^DeltaCom 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.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)		
Zone 1 – High	\$	16.41
Zone 2 – Medium	\$	23.33
Zone 3 – Low	\$	40.41
4 Wire Analog Loop (inclusive of NID)		
Zone 1 – High	\$	20.52
Zone 2 – Medium	\$	29.17
Zone 3 – Low	\$	50.51
2 Wire Digital Loop (inclusive of NID)		
Zone 1 – High	\$	16.41
Zone 2 – Medium	\$	23.33
Zone 3 – Low	\$	40.41
4 Wire Digital Loop (inclusive of NID)		
Zone 1 – High	\$	20.52
Zone 2 – Medium	\$	29.17
Zone 3 – Low	\$	50.51

DS-1 Loop	\$	124.40
DS-3 Loop	\$	1051.26

Supplemental Features:		
ISDN-BRI Line Loop Extender	\$	6.92
DS1 Clear Channel Capability	\$	16.00

Sub-Loop

2-Wire Feeder	\$	3.00 ♦
2-Wire Distribution	\$	7.50 ♦
4-Wire Feeder	\$	32.51
4-Wire Distribution	\$	32.64
2-Wire Drop	\$	2.73
4-Wire Drop	\$	3.14
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	\$	1.45 ♦
Complex (12 x) NID	\$	2.10 ♦

Switching

Port		
Basic Analog Line Side Port	\$	4.75 ♦
Coin Line Side Port	\$	6.89
ISDN BRI Digital Line Side Port	\$	12.87
DS-1 Digital Trunk Side Port	\$	71.16
ISDN PRI Digital Trunk Side Port	\$	248.30
Usage Charges (must purchase Port)		
Local Central Office Switching (Overall Average MOU)	\$	0.002903
Common Shared Transport		
Transport Facility (Average MOU/ALM)	\$	0.000001
Transport Termination (Average MOU/Term)	\$	0.000103
Tandem Switching (Average MOU)	\$	0.001892
Terminating to Originating Ratio		1.00

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	23.00
CDT 4 Wire	\$	33.00
CDT DS1		
First System	\$	135.00 ♦
Additional System	\$	125.00 ♦
CDT DS3 Optical Interface	\$	937.50
CDT DS3 Electrical Interface	\$	960.00 ♦
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$.02
IDT DS0 Transport Termination	\$	12.49
IDT DS1 Transport Facility per ALM	\$.39
IDT DS1 Transport Termination	\$	25.78
IDT DS3 Transport Facility per ALM	\$	4.44
IDT DS3 Transport Termination	\$	133.29
Multiplexing		
DS1 to Voice Multiplexing	\$	187.86
DS3 to DS1 Multiplexing	\$	305.00 ♦
DS1 Clear Channel Capability	\$	16.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	\$	67.13
Dark Fiber Sub-Loop – Feeder	\$	53.17
Dark Fiber Sub-Loop – Distribution	\$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

UNE-P Pricing

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 Terms (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 Terms 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 Terms plus UNE Vertical Services charges (optional per line charges, if allowed by the Terms).

(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

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).

Line Splitting⁵

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.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

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 fieldwork 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
UNBUNDLED NID				
Exchange - Basic	\$ 56.08	\$ 43.74	\$ 1.97	N/A
SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
DARK FIBER				
Advanced - Service Inquiry Charge	\$249.82	\$249.82	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.57	\$ 64.57	\$267.28	\$224.28
Advanced - Unbundled Loop - Initial	\$ 64.57	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.57	\$ 64.57	\$261.84	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.57	\$ 64.57	\$264.84	\$216.19
Dark Fiber Record Review (with reservations)	TBD			
Intermediate Office Cross connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
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/DS3 - Initial	\$ 97.94	\$ 65.68	\$10.50	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 10.50	N/A
DS3 to DS1 Multiplexing	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexing	N/A	N/A	\$800.00	N/A
Changeover Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$99.77	\$41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$7.52	\$4.56	\$41.64	N/A

LOOP CONDITIONING⁶
(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ -
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

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 and above	\$ 140.52	\$ 105.96	\$769.06	N/A
Advanced - Complex - Subsequent - DS1 and above	\$ 66.59	\$ 48.49	\$ 133.00	N/A

⁶ These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Terms.

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/DS3 - Initial	\$ 140.52	\$ 105.96	\$692.19	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 66.59	\$ 48.49	\$ 122.07	N/A
Clear Channel Capability	N/A	N/A	\$90.00	N/A

SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

CUSTOMIZED ROUTING

BFR BFR BFR BFR

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 CLEC Account Establishment (per CLEC)	\$27.00	\$27.00	N/A	N/A
	\$166.32	\$166.32	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

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 ITC^DeltaCom orders any service from the Terms.

Customer Record Search applies when ITC^DeltaCom 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, 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 ITC^DeltaCom requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if ITC^DeltaCom 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

	Non-Recurring Charge	Monthly Recurring Charge
DS1	Tariff	Tariff
DSO 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports Per Trunk	\$260.00	\$30.00
Wireless Additive Per Port	N/A	\$13.00
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 Per Map	\$125.00	N/A
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.