

Leigh A. Hyer
Vice President and General Counsel, Southeast Region
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July 22, 2005

050496-TP

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

RECEIVED-TPSC
JUL 22 PM 2:51
COMMISSION
CLERK

Re: Docket No.
Petition for Approval of Section 252(i) Adoption With Modifications of the
Existing Terms of the Interconnection Agreement Between Metrocall Inc. and
Verizon Florida Inc. by Arch Wireless Operating Company, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced
Petition. Service has been made as indicated on the Certificate of Service. If there
are any questions regarding this matter, please contact me at (813) 483-1256.

Sincerely,

Leigh A. Hyer

LAH:tas

Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07054 JUL 22 05

FPSC COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i) Adoption) Docket No.
With Modifications of the Existing Terms of the) Filed: July 22, 2005
Interconnection Agreement Between Metrocall Inc.)
and Verizon Florida Inc. by Arch Wireless Operating)
Company, Inc.)
_____)

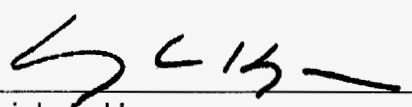
**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS
OF THE EXISTING TERMS OF THE INTERCONNECTION AGREEMENT BETWEEN
METROCALL INC. AND VERIZON FLORIDA INC. BY
ARCH WIRELESS OPERATING COMPANY, INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Arch Wireless Operating Company, Inc.'s adoption with modifications of the existing terms of the interconnection agreement between Verizon and Metrocall Inc. The Verizon/Metrocall agreement was approved by the Commission on November 21, 2000 in Docket No. 001120-TP.

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

Respectfully submitted on July 22, 2005.

By:


Leigh A. Hyer
P. O. Box 110, FLTC0717
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

07054 JUL 22 05

FPSC-COMMISSION CLERK

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



1310 N Courthouse Rd
9th floor, RM 9E104
Arlington, VA 22201

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

May 26, 2005

Kathryn Wenrick
Vice President, Telecom Services
Arch Wireless Operating Company, Inc.
2800 Technology Drive, Suite 400
Plano, TX 75074

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

Dear Ms. Wenrick:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N Franklin Street, Tampa, FL 33602-5167, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Arch Wireless Operating Company, Inc. ("Arch Wireless"), a Delaware corporation, with principal place of business at 6677 Richmond Hwy., Alexandria, VA 22306 wishes to adopt the terms of the Interconnection Agreement between Metrocall, Inc. ("Metrocall") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof (including any effective and approved amendments thereto) after giving effect to operation of law (the "Terms"). I understand Arch Wireless has a copy of the Terms. Please note the following with respect to Arch Wireless's adoption of the Terms.

1. By Arch Wireless's countersignature on this letter, Arch Wireless hereby represents and agrees to the following six points:
 - A. Arch Wireless adopts (and agrees to be bound by) the Terms of the Metrocall/Verizon 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 Arch Wireless shall be substituted

in place of Metrocall, Inc. and Metrocall in the Terms wherever appropriate.

- B. 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 to Verizon 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"), the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If Metrocall is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): 1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, 2) Arch Wireless agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and 3) Verizon and Arch Wireless shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.
- C. Notice to Arch Wireless and Verizon as may be required under the Terms shall be provided as follows:

To Arch Wireless Operating Company, Inc.:

Attention: Frederick M. Joyce
Venable LLP
575 7th Street, NW
Washington, DC 20004-1601
Telephone Number: (202) 344-4653
Facsimile Number: (202) 344-8300
Internet Address: Not Provided

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

- D. Arch Wireless represents and warrants that it has obtained any FCC and Commission authorization as required by Applicable Law for conducting business in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
 - E. In the event an interconnection agreement between Verizon and Arch Wireless 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.
 - F. [Intentionally omitted].
2. Arch Wireless's adoption of the Metrocall Terms shall become effective on May 25, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Arch Wireless as to the points set out in Paragraph One hereof. The term and termination provisions of the Metrocall/Verizon agreement shall govern Arch Wireless's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on July 31, 2005.

3. 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 seek review in any way of any provisions included in these Terms as a result of Arch Wireless's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, 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.
5. Verizon reserves the right to deny Arch Wireless's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Arch Wireless are greater than the costs of providing them to Metrocall;
 - B. if the provision of the Terms to Arch Wireless is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Arch Wireless under applicable law.
6. 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

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

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

7. Should Arch Wireless attempt to apply the Terms in a manner that conflicts with Paragraph Three through Paragraph Six above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Arch Wireless 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 Arch Wireless's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of Arch Wireless resulting from Arch Wireless'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.

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.

SIGNATURE PAGE

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

Sincerely,

VERIZON FLORIDA INC.



Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

7/14/05

DATE

Reviewed and countersigned as to points A, B, C, D, E and F of Paragraph 1 and as to Paragraph 2:

ARCH WIRELESS OPERATING COMPANY, INC.



Kathryn Wenrick

Vice President, Telecom Services

JUL 7 2005

DATE

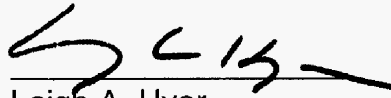
c: J. Greenwood - Verizon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent via overnight delivery(*) on July 21, 2005 and U.S. mail(**) on July 22, 2005 to:

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

Arch Wireless Operating Company, Inc.(**)
Attention: Kathryn Wenrick
2800 Technology Drive, Suite 400
Plano, TX 75074


Leigh A. Hyer